

Urban Experience Committee
Agenda for 1:15 p.m. Monday, February 14, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. February 14, 2022**, streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Urban Experience Committee meeting is regularly held every 2nd Monday of each month at 1:15 p.m. unless otherwise posted.

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting noted above or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

AGENDA

- I. **Call to Order**
- II. **Approval of Minutes from January 10, 2022**
- III. **Discussion Items**
 1. [2022 Clean Up Program for Neighborhoods](#) – Annica Eagle (10 min)
 2. [Corbin Cottages Rezone \(Type III land use application\) from RSF to RSF-C](#) – Melissa Owen (10 min)
 3. Library Update – Andrew Chanse (10 min)
 4. [Resolution Reinstating the Sustainable Action Committee](#) - Kara Odegard (5 min)
 5. [Mobile Parking Payment System\(s\) Integrator](#) - Jesten Ray (2 min)
 6. [Housing Action Subcommittee Recommendations for 1590 Housing dollars](#) – Brian McClatchey (15 mins)
 7. [Eccovia, Inc., Homeless Management Information System Software Extension](#) - Daniel Ramos III (10 min)
 8. [Discussion on Proposed Protection of Public Lands Ordinance and Corresponding Resolution](#) – CM Kinnear, Mary Muramatsu, and Garrett Jones (10 minutes)
 9. [Resolution Committing to a Public Comment Process on Community Water Fluoridation](#) – Council President Beggs (10 min)
- IV. **Consent Items**
 1. [Two Multi-Family Tax Exemption \(MFTE\) Conditional Agreements](#) – Teri Stripes, Planning and Economic Development
 2. [Man Shop Rezone \(Type III land use application\) from O-35 to OR-55](#) – Melissa Owen, Planning and Development Services

3. [Cochran Basin Project – Pipe Pre-Order Follow Up](#) – Dan Buller, Engineering Services
4. [Vacation of the alley between Sanson and Everett, from Freya to Sycamore](#) – Eldon Brown, Development Services
5. [Hyland Software, Inc. Annual Software Maintenance and Support](#) – Michael Sloon, ITSD
6. [Contract for Technical Services for PMO and ITSD Projects](#) – Michael Sloon, ITSD
7. [True Value Investment Advisory Services Agreement](#) – Tonya Wallace, Finance
8. [Recycled Materials Value Blanket](#) – Samantha Johnson, Procurement and Contracting

V. **Executive Session**

Executive Session may be held or reconvened during any Urban Experience Committee meeting.

VI. **Adjournment**

Next Urban Experience Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. March 14th, 2022.

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee
1/10/21 – MINUTES

Attendance

City Employees: CP Breean Beggs, Marlene Feist, Hannahlee Allers, Kris Becker, Eric Finch, Shauna Harshman, Inga Note, CM Lori Kinnear, Melissa Morrison, Nathaniel Odle, Mike Piccolo, Teri Stripes, CM Michael Cathcart, Kelsey Martin, CM Stratton, CM Jonathan Bingle, Jeff Gunn, Garrett Jones, Matt Boston, Katherine Miller, Nicolette Ocheltree, Michael Sloon, CM Zack Zappone, Jenn Cerecedes, Brian McClatchey, CM Betsy Wilkerson, Erik Poulsen,

Non-City Employees:

The meeting started at 1:17 pm.

Approval of Minutes:

The December 13th, 2021 meeting minutes were approved. Motion CM Lori Kinnear, seconded by CP Breean Beggs.

Agenda Items:

1. MFTE Designating Residential Targeted Areas (Garland & University District)- Teri Stripes

Presentation showing target area to expand MFTE boundary to incentivize housing demand. Explanation of what MFTE is and how it stimulates building to support housing need. Add in Garland business area and add in U District area per map. Two areas would increase target size by approximately 70 acres. Process and timeline shown from January 10th to mid-March. Full code review and update coming this spring.

2. Traffic Engineering Contract to Support the Traffic Calming Program- Inga Note

Presentation on contract with an engineering firm for traffic calming. Background is to create a multi-year list of projects. Outreach would be for 9 neighborhood workshops (3 per district) and then follow-up workshops to share concepts. Initial list of 5 projects per neighborhood, traffic/ped counts, identify top 3 projects per neighborhood, and cost estimates for the 87 projects. Expectation is to construct 15-20 projects per year over 4+ years. Schedule and timeline given with contract estimate of \$400,000-600,000. CM Kinnear asked about neighborhoods who have project lists, Shauna responded on the prioritization and process.

3. Amendment No. 2 to the MOA between the City and County regarding wastewater treatment charges & payments- Marlene Feist

Background on the MOA and charges, how flow is measured from City and County, and charge per million flow. This agreement would extend and update agreement for five years.

4. **VOA Hope House Operations Funding Need- Jenn Cerecedes and Eric Finch**
Shared where the funding need is for VOA and looking at the funding for other shelters and where some gaps are. Background on how housing for women is one of the tightest groups for need and supply.
5. **Treasury Emergency Rent Assistance 2 (ERA2) Sub Grant Recommendation- Kelsey Martin and Eric Finch**
Eric gave background on the need and turned over to Kelsey who went over the request from CHHS board to distribute funds and to which recipients. A current update on the rental assistance program. CM Cathcart had a question regarding the RFP and wanted to know if SNAP was connected with. Kelsey responded on when the RFP went out, who applied, and that SNAP was aware but wasn't interested. CM Cathcart had a question on the funding which Kelsey answered and final question on how long turn around for the applications which Kelsey responded on the time and process. CM Bingle had a question on the other applicant (Spokane Workforce) and another on if landlords/tenants programs are involved. Kelsey talked about the Landlord Association and Tenant's Union being involved with Live Stories. CM Bingle asked about Family Promise and their denial, Kelsey gave background on funding and lack of MOU's.
6. **1590 Framework and Housing Action Subcommittee Update- Melissa Morrison**
Presentation on the framework, funding allocation on new units and services, and additional recommendations. CM Kinnear asked about if the group is looking at former hotel and/or commercial locations that can be converted into housing. CM Wilkerson gave insight that there currently aren't any motels/hotels available for purchase.
7. **Building Permit/Construction Updates- Kris Becker**
Presentation with the permit activity, annual construction valuations (\$638 million which is a new record year), valuations by project sizes, ended year at 400 new single family residence permits, map with projects, and conversation on review timeframe.

Consent Items:

Consent items approved.

Executive Session:

There was no Executive Session.

Adjournment:

The meeting was adjourned at 2:15 pm.

Prepared by:

Danielle Norman

Approved by:

Chair – Karen Stratton

For further information contact: Danielle Norman, 625-6195

Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services (ONS)
Contact Name & Phone	Annica Eagle 509.625.6156
Contact Email	aeagle@spokanecity.org
Council Sponsor(s)	n/a
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Clean Up Program
Summary (Background)	<p>For over a decade, the Office of Neighborhood Services’ Clean Up Program—in partnership with Solid Waste—has provided a combination of clean up events and disposal passes to the city’s 29 neighborhood councils. Pre-pandemic, this meant two possible events (curbside or roll-off) per neighborhood council.</p> <p>In 2020, COVID-19 gathering limitations shifted the programming to a disposal pass-only program, with distributions going out through tiered mailings—starting with lower-income households.</p> <ul style="list-style-type: none"> • This approach received a lot of pushback and negative responses <p>In 2021, while still operating under COVID-19 restrictions, Solid Waste was able to support a larger program—in addition to the disposal passes, they were able to accommodate 16 fall events. 17 neighborhoods applied, including Cliff/Cannon. Since Cliff/Cannon had not been meeting as a neighborhood during 2020 and 2021, the 16 events were allotted to the 16 other applicants.</p> <ul style="list-style-type: none"> • The disposal passes were digitized, and we partnered with C.O.P.S. to have paper passes available upon request. • The digital disposal pass program was a hit, and also aligned with sustainability goals. <p>For 2022, ONS has met with Solid Waste, which has a larger program capacity this year (while still maintaining COVID-19 protocols). They can provide up to 24 events this spring (12 curbside and 12 roll-off) and up to 24 events this fall (12 curbside and 12 roll-off). Our plan is to provide 1 event for each of the 29 neighborhoods, and then open up the remaining available events for interested neighborhoods.</p> <ul style="list-style-type: none"> • Since Solid Waste can only accommodate 48 total events, not every neighborhood would be able to receive 2 events • If—after all 29 neighborhoods have scheduled their main event—we receive more requests for the extra events than we are able to accommodate, how would City Council plan to allocate the limited remaining events? <p>Additionally, Solid Waste has the capacity to expand the disposal pass program to be year-round or until funds are expended. ONS has met with the Web team, and we could launch the digital disposal pass platform on March 1st, 2022.</p>

	<ul style="list-style-type: none"> The digital disposal passes are an easy way to go green, while also saving on City funds for printing and postage (note: the ONS postal budget is extremely limited)
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Proposed Council Action & Date:	No Council action needed (until 2 nd event allotment occurs)
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Fiscal Impact: Already budgeted as part of ONS’s Clean Up Program

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

ONS Clean Up Program budget

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The Clean Up Program serves and is open to all neighborhoods and residents.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

We do not collect demographic data with this program.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Annually, we compile data of total tonnage of waste collected and number of disposal passes applied for.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This program helps bolster both City Council's as well as the City's commitment to sustainability. With the addition of the digital disposal passes in particular, this program provides a green way to participate in helping make the city of Spokane a cleaner and safer place to be.

Committee Agenda Sheet [Urban Experience]

Submitting Department	Development Services Center - Planning
Contact Name & Phone	Melissa Owen, Assistant Planner, 509.625.6063
Contact Email	mowen@spokanecity.org
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Corbin Cottages Rezone (Type III land use application) from RSF to RSF-C
Summary (Background)	<p>Background: Pursuant to the Type III Land Use Application Rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from RSF to RSF-C October 13, 2021 at the request of the owner of certain property located at 440 and 516 W Cora Avenue. On December 3, 2021, the Hearing Examiner recommended approval of said zone change for said property subject to revised conditions. The appeal period for this decision ends on December 20, 2021. The last step in this process is for the Council to adopt the findings, conclusions, and decision of the Hearing Examiner via ordinance which directs City staff to formally amend the City's zoning map from Residential Single-family (RSF) to Residential Single-family Compact (RSF-C) for property located at 440 and 516 W Cora Avenue.</p> <p>Summary:</p> <ul style="list-style-type: none"> • The applicant is proposing a change to the City's Zoning Map to change 440 and 516 W. Cora Avenue (an area that encompasses 18.87 acres on W. Cora Avenue north across the street from the intersections of Cora Avenue with N. Howard, N. Stevens, N. Washington, and N. Calispel Streets) from Residential Single-family (RSF) to Residential Single-family Compact (RSF-C). • All procedural requirements were completed prior to the application being heard before the Hearing Examiner on October 13, 2021. The City's Hearing Examiner approved the rezoning on December 3, 2021. The Appeal Period ended on December 20th. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map. • The proposal is consistent with multiple goals and policies from the land use; housing, and urban design & historic preservation chapters of the Comprehensive Plan. • The primary uses and housing types allowed in the Residential Single-family (RSF) and Residential Single-family Compact (RSF-C) zones (table 17C.110-1 and table 17C.110-2); however, the RSF-C zone allow somewhat smaller lots in appropriate locations and to allow new development to move closer to achieving the maximum density of the residential 4-10 designation. Some of the differences between and land use standards for the two zoning designations include the following as provided in table 17C.110-3:

	<ul style="list-style-type: none"> ○ reduced rear yard setback (minimum rear yard setback reduced from 25' to 15'); ○ increased Floor Area (FAR) for attached housing units only (FAR increased from .5 to .65 of the lot area); and, ○ reduced lot size and lot width are permitted (minimum lot size reduced from 4,350 sq. ft. to 3,000 sq. ft.; minimum lot width reduced from 40' to 36'). <ul style="list-style-type: none"> • The Land Use Designation remains Residential 4-10. • The proposal includes 2 parcels. <ul style="list-style-type: none"> ○ Location: 440 and 516 W. Cora Avenue ○ Parcel numbers: 35064.3612 and 35064.3613 (18.87 acres) <p>Attachments – Draft Ordinance with Exhibit A (proposed Zoning Map), Current Zoning Map</p>
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Proposed Council Action & Date:	Feb 2022; as soon as possible following Council Committee Meeting
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Fiscal Impact:
Total Cost:
Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
Specify funding source:

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities? N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)

Relevant Facts:
In the City's Comprehensive Plan:
Policy LU 1.3 Single-Family Residential Areas states– *Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated centers and corridors.*
Policy LU 1.12 Public Facilities and Services states – *Ensure that public facilities and*

services system are adequate to accommodate proposed development before permitting development to occur.

Goal LU3 Efficient Land Use states – *Promote the efficient use of land by the use of incentives and mixed-use development in proximity to retail businesses, public services, places of work and transportation systems.*

Policy LU 3.7 Maximum and Minimum Lot Sizes states – *Prescribe maximum, as well as minimum lot size standards to achieve the desired residential density for all areas of the City.*

Policy LU 4.1 Land Use and Transportation states – *Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress towards reducing sprawl, traffic congestion, and air pollution.*

Goal LU5 Development Character states – *Promote development in a manner that is attractive, complementary, and compatible with other land uses.*

Policy LU 5.1 Built and Natural Environment states – *Ensure that developments are sensitive to the built and natural environment by providing adequate impact mitigation to maintain and enhance quality of life.*

Policy LU5.2 Environmental Quality Enhancement states – *Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.*

Policy LU 5.5 Compatible Development states – *Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

Policy LU 8.1 Role of Urban Growth Areas states – *Limit urban sprawl by encouraging development in urban areas where adequate public facilities exist or where such facilities can be more efficiently provided.*

Policy H1.4 Use of Existing Infrastructure states – *Direct new residential development into areas where community and human public services and facilities are available.*

Policy H1.11 Access to Transportation states – *Encourage housing that provides easy access to public transit and other efficient modes of transportation.*

Policy H2.4 Linking Housing with Other Uses states – *Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.*

Policy DP 1.2 states – *Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.*

Staff Discussion:

The proposal is consistent with multiple goals and policies of the Spokane Comprehensive plan including the Land Use, Housing, and Urban Design Chapters in particular.

The rezone (and preliminary short plat associated with the land use application) upon completion would allow for additional single family housing in the heart of Spokane with access to existing infrastructure and transportation. The proposal is also in close proximity to more than one Centers and Corridors zoned areas as well as a commercially zoned corridor which is encouraged by the Comprehensive Plan. The Spokane Comprehensive Plan, adopted June 2017, designates the subject property as “Residential 4-10” which allows detached and attached single-family residences at a minimum of four units and a maximum of ten units per acre. The RSF-C zone allows or somewhat more compact single family development that is compatible with surrounding development thus retaining community and neighborhood character while providing an opportunity for new residential development to come closer to the maximum 10 units an acre permitted under both the RSF and RSF-C zones.

ORDINANCE NO. _____

An Ordinance changing the zone from RSF (Residential Single-family) to RSF-C (Residential Single-family Compact) for property located north of the intersection of W. Cora Avenue with N. Howard, N. Stevens, N. Washington, and N Calispel Streets. The parcels are commonly described as 440 and 516 W Cora Avenue (parcels no. 35064.3612 and 35064.3613) in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on October 13, 2021, on the request of the owner of certain property zoned RSF and generally located north of the intersection of W. Cora Avenue with N. Howard, N. Stevens, N. Washington, and N Calispel Streets; and on December 3, 2021, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated December 3, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning and Development be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

A PORTION OF THE PLAT OF RESURVEY OF BLOCKS I THROUGH Y OF WHITING'S SECOND ADDITION TO THE CITY OF SPOKANE FALLS RECORDED IN VOLUME D OF PLATS, PAGE 34, RECORDS OF SPOKANE COUNTY, WASHINGTON, WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 30.00 FEET OF LOT 16, BLOCK 30 OF SAID PLAT, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF CORA AVENUE;

THENCE N87°36'41"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.20 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, S82°46'19"E, A DISTANCE OF 353.99 FEET TO THE POINT OF BEGINNING;

THENCE N01°59'42"E, A DISTANCE OF 268.06 FEET;

THENCE S88°00'00"E, A DISTANCE OF 63.99 FEET;

THENCE N02°00'00"E, A DISTANCE OF 45.50 FEET;

THENCE S88°00'00"E, A DISTANCE OF 29.00 FEET TO A POINT OF CURVATURE;

THENCE 20.42 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND A DELTA OF 89°59'37" TO A POINT OF TANGENCY;

THENCE N02°00'23"E, A DISTANCE OF 29.00 FEET;

THENCE S88°00'00"E, A DISTANCE OF 141.05 FEET;

THENCE S02°00'00"W, A DISTANCE OF 349.86 FEET;

THENCE N88°13'01"W, A DISTANCE OF 35.15 FEET;

THENCE S01°59'32"W, A DISTANCE OF 24.96 FEET TO SAID NORTH RIGHT-OF-WAY LINE;

THENCE N82°46'19"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 212.76 FEET TO THE POINT OF BEGINNING.

CONTAINING ±1.89 ACRES.

SITUATE IN THE CITY AND COUNTY OF SPOKANE, WASHINGTON.

And;

A PORTION OF THE PLAT OF RESURVEY OF BLOCKS I THROUGH Y OF WHITING'S SECOND ADDITION TO THE CITY OF SPOKANE FALLS RECORDED IN VOLUME D OF PLATS, PAGE 34, RECORDS OF SPOKANE COUNTY, WASHINGTON, WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 30.00 FEET OF LOT 16, BLOCK 30 OF SAID PLAT, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF CORA AVENUE;

THENCE N87°36'41"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.20 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, S82°46'19"E, A DISTANCE OF 353.99 FEET;

THENCE N01°59'42"E, A DISTANCE OF 268.06 FEET;

THENCE S88°00'00"E, A DISTANCE OF 63.99 FEET;

THENCE N02°00'00"E, A DISTANCE OF 45.50 FEET;

THENCE S88°00'00"E, A DISTANCE OF 29.00 FEET TO A POINT OF CURVATURE;

THENCE 20.42 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND A DELTA OF 89°59'37" TO A POINT OF TANGENCY;

THENCE N02°00'23"E, A DISTANCE OF 29.00 FEET;

THENCE S88°00'00"E, A DISTANCE OF 141.05 FEET;

THENCE S02°00'00"W, A DISTANCE OF 349.86 FEET;

THENCE N88°13'01"W, A DISTANCE OF 35.15 FEET;

THENCE S01°59'32"W, A DISTANCE OF 24.96 FEET TO SAID NORTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES;

- 1. S82°46'19"E, A DISTANCE OF 104.50 FEET;**
- 2. S70°44'04"E, A DISTANCE OF 993.13 FEET TO THE CENTERLINE OF VACATED NORMANDIE STREET;**

THENCE N19°01'46"E ALONG SAID CENTERLINE OF VACATED NORMANDIE STREET, A DISTANCE OF 287.27 FEET TO THE NORTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 27 OF THE PLAT OF RESURVEY OF WHITING'S SECOND ADDITION TO THE TOWN OF SPOKANE FALLS RECORDED IN VOLUME A OF PLATS, PAGE 203, RECORDS OF SPOKANE COUNTY, WASHINGTON;

THENCE N70°58'14"W ALONG SAID NORTHWESTERLY EXTENSION LINE, A DISTANCE OF 17.00 FEET TO THE SOUTHEASTERLY LINE OF LOT S OF SAID PLAT OF RESURVEY OF WHITING'S SECOND ADDITION TO THE TOWN OF SPOKANE FALLS;

THENCE N19°01'46"E ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 121.83 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VACATED GRAYS COURT;

THENCE N72°00'04"W ALONG SOUTH RIGHT-OF-WAY WAY, A DISTANCE OF 60.34 FEET;

THENCE N17°59'56"E, A DISTANCE OF 30.00 FEET TO CENTERLINE OF SAID VACATED GRAYS COURT;

THENCE N72°00'04"W ALONG SAID CENTERLINE, A DISTANCE OF 241.33 FEET TO THE CENTERLINE OF VACATED CALISPEL STREET;

THENCE N02°24'04"W ALONG SAID CENTERLINE, A DISTANCE OF 321.86 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GLASS AVENUE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING THREE COURSES;

- 1. S87°35'32"W, A DISTANCE OF 963.32 FEET;**
- 2. S05°06'03"W, A DISTANCE OF 21.55 FEET;**
- 3. S87°41'33"W, A DISTANCE OF 60.80 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 29 OF SAID PLAT OF RESURVEY OF BLOCKS I THROUGH Y OF WHITING'S SECOND ADDITION TO THE CITY OF SPOKANE FALLS;**

THENCE S02°18'26"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 94.26 FEET;

THENCE S42°39'40"W, A DISTANCE OF 35.37 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE S87°37'46"W ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEROF, A DISTANCE OF 444.58 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED WEST 30.00 FEET OF LOT 16, BLOCK 30;

THENCE S02°30'17"E ALONG THE EAST LINE OF SAID WEST 30.00 FEET OF LOT 16, BLOCK 30, A DISTANCE OF 222.81 FEET TO THE POINT OF BEGINNING.

CONTAINING ±16.98 ACRES.

SITUATE IN THE CITY AND COUNTY OF SPOKANE, WASHINGTON.

with the RSF-C (Residential Single Family Compact) zoning designation.

Passed the City Council _____

Council President

Attest:

Approved as to form:

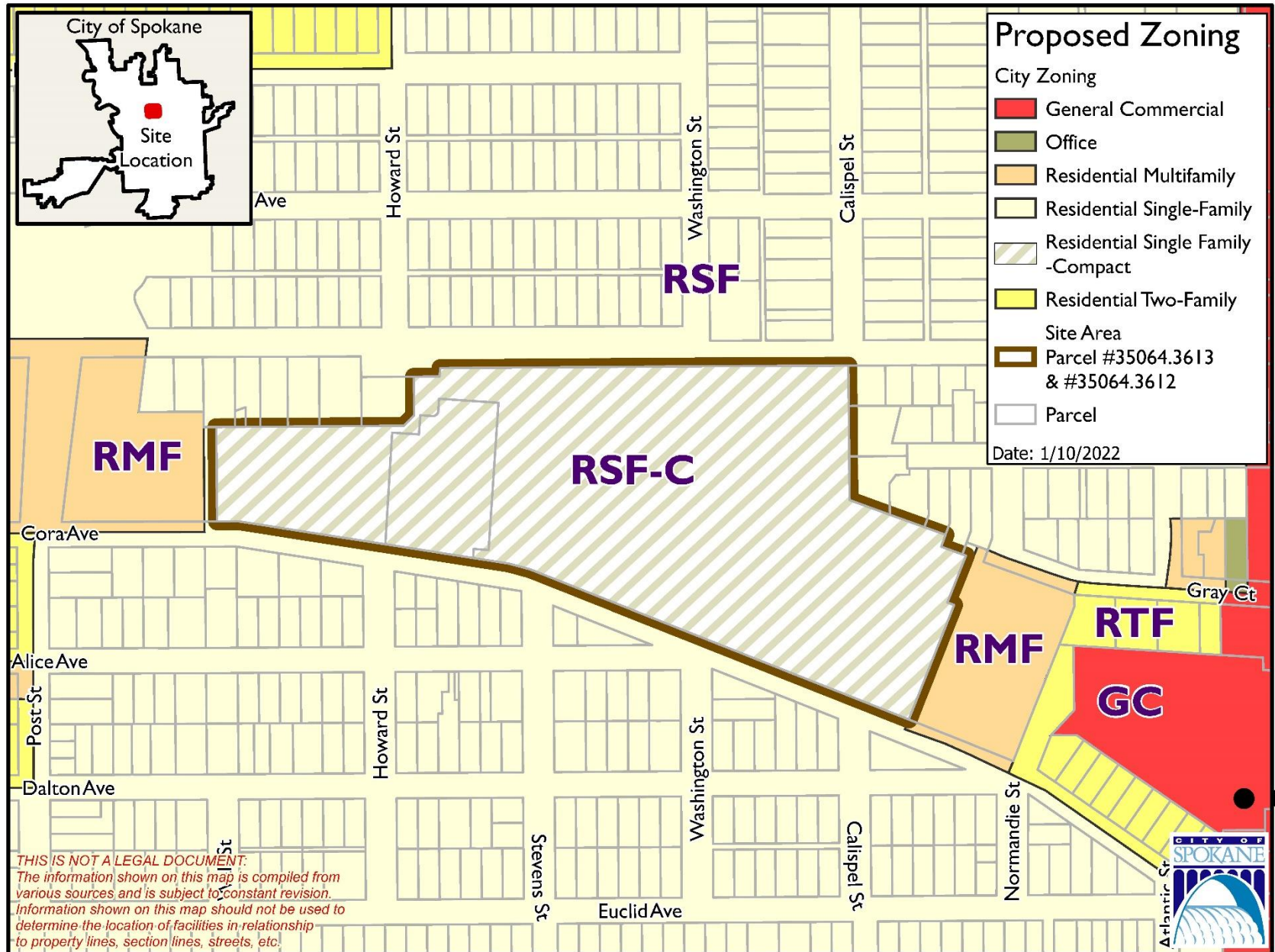
City Clerk

Assistant City Attorney

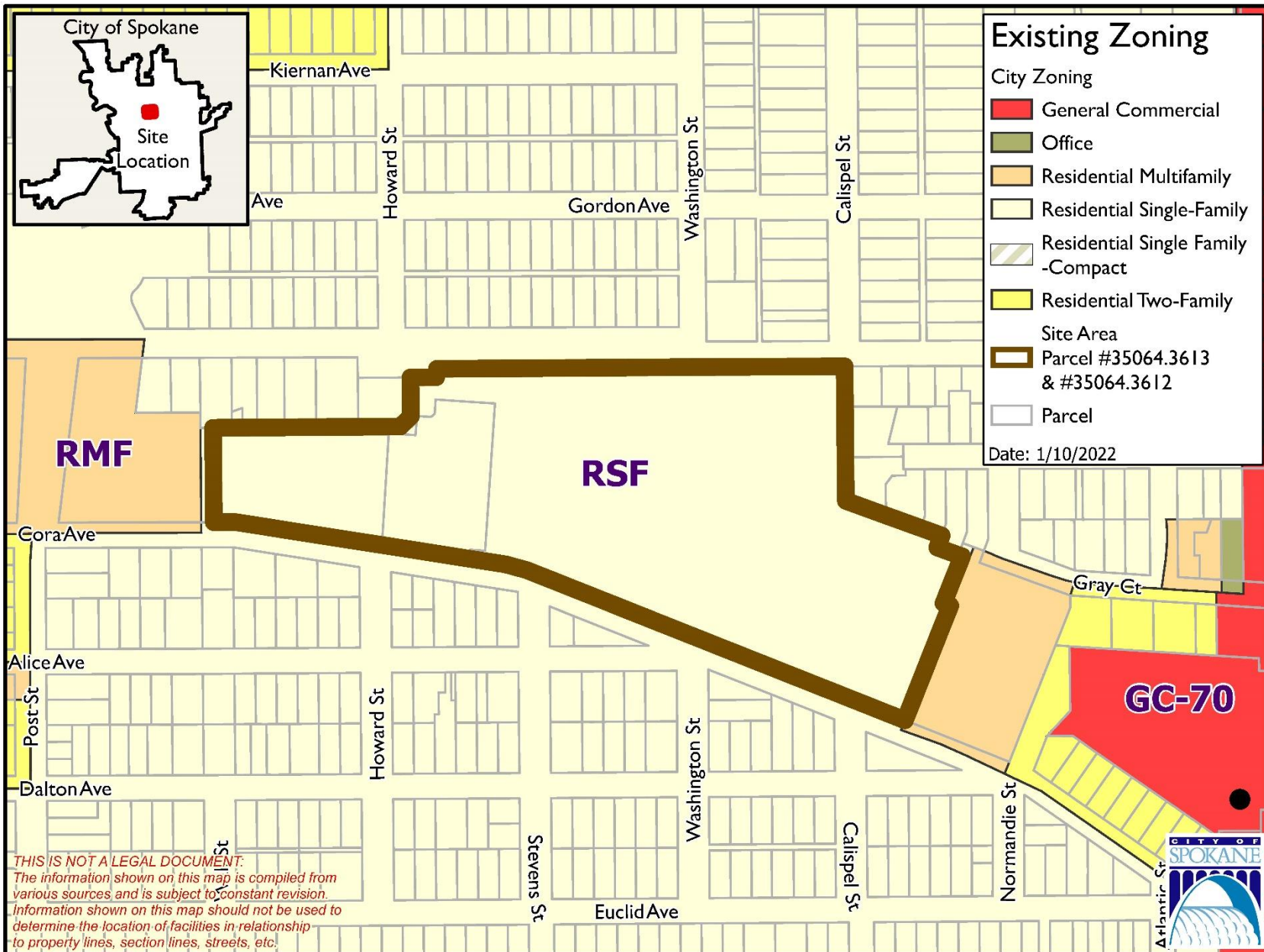
Mayor

Date

Exhibit A: Proposed Zoning



Existing zoning (for reference)



Urban Experience Committee

February 14, 2022

1

CORBIN COTTAGES
TYPE III REZONE & LONG PLAT
Z21-042PPLT

Development Services Center Staff Presentation
Melissa Owen

General Information

2

Applicant:

Storhaug Engineering

Location:

516 and 440 West Cora Avenue
(formerly addressed as 600 W. Cora Ave)

Parcel Numbers:

35064.3613; 35064.3612

Zoning:

Residential Single Family (RSF)

Land Use:

Residential 4-10

Land Use Application

3

The applicant proposed:

- A Type III 13-lot Preliminary Long Plat, with one common tract, and a public street to serve 13 new lots (1.89 acres); and,
- A Type III Rezone from Residential Single Family (RSF) zoning to Residential Single Family Compact (RSF-C) zoning over a total area of 18.87 acres.

Site

4

Vicinity Map – Corbin Cottages PPLT and Rezone, Type III



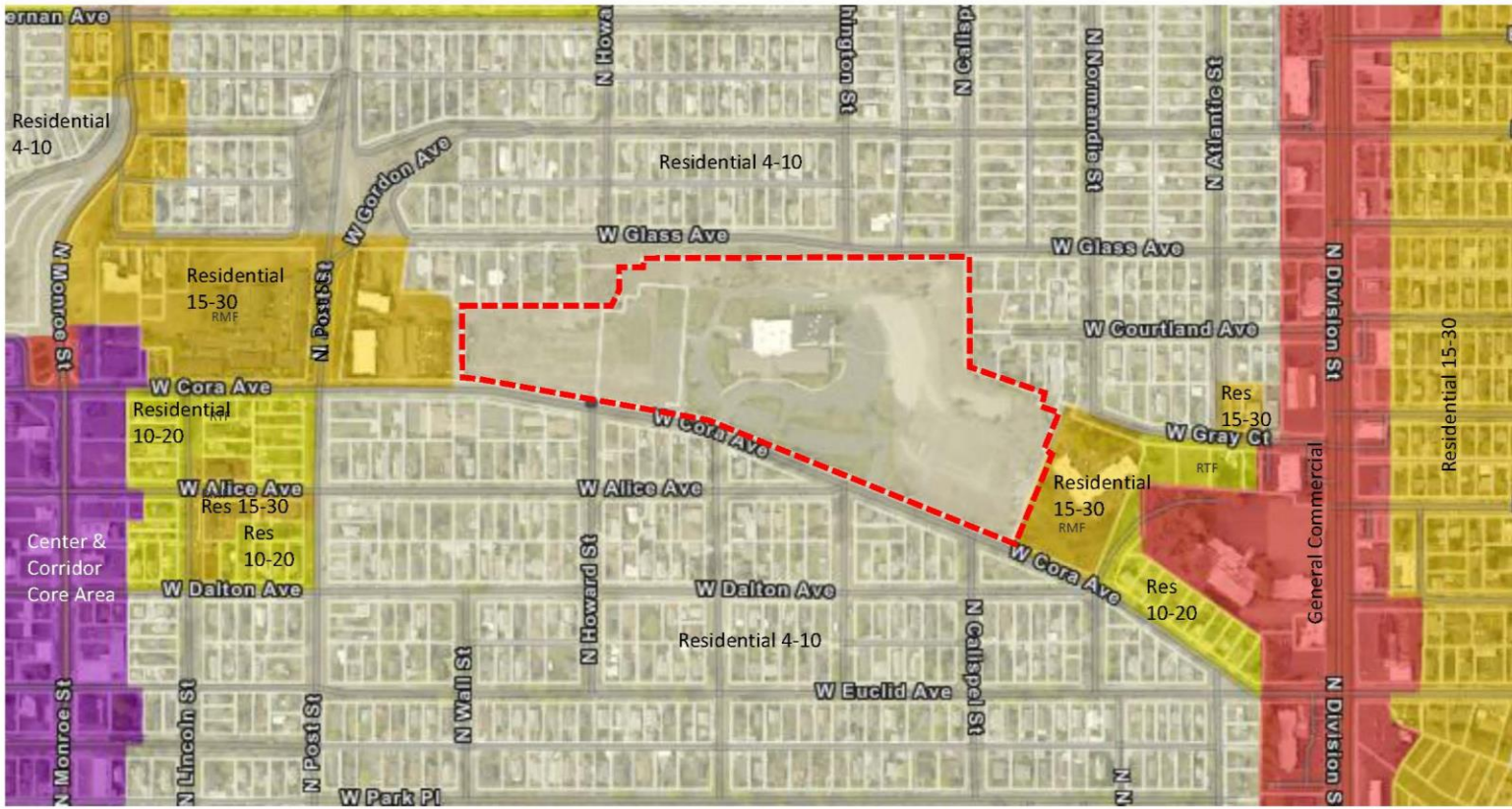
Location: 516 W Cora Avenue (parcel 35064.3613) and 440 W Cora Avenue (parcel 35064.3612)

- 2 Parcels - 18.87 acres total
- 516 W Cora – 1.89 acres, vacant land for proposed 13-lot subdivision.
- 440 W Cora – 16.98 acres, houses the Faith Bible Church and associated parking

Surrounding Land Use

5

Land Use Map – Corbin Cottages PPLT and Rezone, Type III



- Red – General Commercial
- Mustard – Residential 15-30
- Bright Yellow – Residential 10-20
- Light Yellow – Residential 4-10
- Purple – Center & Corridor Core Area

Location: 516 W Cora Avenue (parcel 35064.3613) and 440 W Cora Avenue (parcel 35064.3612)

Surrounding Zoning

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Zoning Map – Corbin Cottages PPLT and Rezone, Type III



- Red – General Commercial (GC)
- Green w/stripes – Centers and Corridors (CC2)
- Green – Office (O)
- Orange – Res. Multi-family (RMF)
- Bright Yellow – Res. Two-family (RTF)
- Light Yellow – Res. Single-family (RSF)

Location: 516 W Cora Avenue (parcel 35064.3613) and 440 W Cora Avenue (parcel 35064.3612)

W. Cora Avenue

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Street View – East on W Cora Avenue

8



Street View – West on W. Cora Avenue

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Application for Rezone

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- If an application desires a use that is not listed as a permitted use for the current zone designation of the property, a rezone is needed.
- An application for Rezone is a Type III Application.
- The Residential Single-family (RSF) and Residential Single-family Compact (RSF-C) zones have the same Comprehensive Plan Land Use Designation of Residential 4-10.

Application For Rezone Cont.

Residential Single-family (RSF) vs. Residential Single-family Compact (RSF-C)

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- Density, Primary Uses, allowed Housing Types, maximum building heights, etc. are the same in RSF and RSF-C.
- Development Standards include some limited differences:
 - reduced rear yard setback (minimum rear yard setback reduced from 25' to 15');
 - increased Floor Area (FAR) for attached housing units only (FAR increased from .5 to .65 of the lot area); and,
 - reduce lot size and lot width are permitted (minimum lot size reduced from 4,350 sq. ft. to 3,000 sq. ft.; minimum lot width reduced from 40' to 36').
- The design standards of SMC 17C.110.310 apply to projects using the compact lot standards in Table 17C.110-3 in order to complement and reinforce positive residential character.

Key Points

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- The proposal is:
 - Consistent with multiple goals and polices from the land use, housing, and urban design chapters of the Spokane Comprehensive Plan and the City's Land Use Plan Map;
 - Permitted under the City's Land Use codes;
 - Allows for additional single family housing development in a central location with access to existing infrastructure and transportation.

Applicable Zoning Regulations & Decision Criteria

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- **17C.110 Residential Zones:**
 - 17C.110.100 Residential Zone Primary Uses
 - 17C.110.115 Housing Types Allowed
 - 17C.110.200 Lot Size
 - 17C.110.209 Compact Lot Standards
- **17G.060.170 (C & D5) – Land Use Application Procedures, Decision Criteria**
- **17G.060.250 – Land Use Application Procedures, Consolidated Review**
- **17G.080.050 – Administration and Procedures, Subdivisions**

Procedural Requirements

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- Virtual Community Meetings were held on March 18, 2021 and June 1, 2021;
- Application for a Type III Preliminary Long Plat and Rezone was submitted on June 14, 2021;
- A Request for Comments notice was sent to Departments and Agencies on July 6, 2021;
- Applicant was notified on July 29, 2021 that the application was technically complete;

Procedural Requirements Continued

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- A combined Notice of Application, SEPA, and Public Hearing was mailed and posted on the subject property on or before August 20, 2021 which began the 15-day public comment period;
- The Public Comment Period closed on September 6 (Application and SEPA), 2021;
- 2nd Notice of public hearing was mailed and posted on the subject property on or before September 28, 2021 which began the 15-day public notice for the new hearing date (October 13, 2021 at 9 am); and,
- Newspaper notice of the October 13 hearing was published in the Spokesman on September 28 and October 5, 2021.

Procedural Requirements Continued

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- A Determination of Non-Significance was issued on September 9, 2021 (appeal date ended on September 23, 2021);
 - No appeals received.
 - If future developments trigger SEPA review, a new application shall be submitted.
- A public hearing before the City's Hearing Examiner on October 13, 2021;
- The Hearing Examiner issued a decision with conditions on December 6, 2021 (appeal period ended on December 20, 2021);
 - No appeals received.
- Final Step is for City Council to adopt the Hearing Examiner's Decision via ordinance which directs the zoning map change from RSF To RSF-C.

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	Kara Odegard 509-828-3507
Contact Email	kodegard@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear; CP Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Reinstating the SAS
Summary (Background)	After three years of operation and the passing of the Sustainability Action Plan in October 2021, the Sustainability Action Subcommittee is being reconstituted with structural & governance changes. The primary changes include the creation of a steering committee and the format of the subcommittee's decision-making process.
Proposed Council Action & Date:	Adoption of resolution
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.) none

Operations Impacts

What impacts would the proposal have on historically excluded communities? Specific membership criteria for the SAS steering committee includes designated seats for historically underrepresented communities including low-income, youth, and communities considered high-risk to the impacts of climate change.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Collection of this data and the engagement of historically excluded communities is the primary focus of the Environmental Justice & Equity Workgroup, which is an official workgroup of the SAS. Furthermore, the Sustainability Action Plan, which guides the work of the SAS, specifically identifies prioritizing actions to create equity and resiliency among communities most at-risk due to climate change and other environmental factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Regular GHG Inventories (every 3 years), engagement with communities impacted, community health data, SAP reviews for meeting plan objectives.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Reconstituting the SAS aligns with the Implementation Plan chapter of the Sustainability Action Plan.



RESOLUTION NO. 2022-_____

A Resolution reinstating the Sustainability Action Subcommittee under the City Council's Public Infrastructure, Environment, and Sustainability Committee.

WHEREAS, per SMC 15.05.010, the official policy of the City of Spokane is "to acknowledge and recognize the occurrence of human-caused climate change. The City also recognizes the vast scientific consensus regarding this matter, and acknowledges that the potential impacts of climate change pose a real threat to the health and well-being of Spokane's citizens"; and

WHEREAS, to implement this policy, the City has decided, under SMC 15.05.030, to "utilize the City of Spokane Sustainability Action Plan ... as a framework for developing and implementing the City's efforts related to climate change mitigation and adaptation and energy security"; and

WHEREAS, the City Council adopted the updated Sustainability Action Plan (SAP) by resolution on October 25th, 2021; and

WHEREAS, the City Council has also codified, in SMC 15.05.060, various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan, and

WHEREAS, the City's Comprehensive Plan Goal NE 9 (Sustainable Economy) states that the City intends to "[e]nhance the natural environment to support a thriving sustainable economy"; and

WHEREAS, the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 9.4; and

WHEREAS, Rule 9.4 also provides that the resolution which creates the ad hoc committee can set forth "matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee".

WHEREAS, in 2018, the City Council formally created the Sustainability Action Subcommittee (SAS) by Resolution 2018-0110 for the primary purpose of updating the City's Sustainability Action Plan.

WHEREAS, in the intervening time since the SAS was created, interest in public participation has increased considerably and the need to create a steering committee has become evident.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby reconstitutes the Sustainability Action Subcommittee (SAS) as an ad hoc subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the role of the SAS is to:

- a) collaborate with City Council Office to make recommendations on policy and budget initiatives; and
- b) make recommendations for issue-specific implementation plans, based on the recommendations in the Plan adopted under Resolution No. 2021-0087 and the expertise of the community-led workgroups; and
- c) investigate and make periodic reports to the Council on the progress of the City's efforts toward meeting the City's climate and energy goals as well as other provisions as laid out in the Plan; and
- d) identify sources for financing the underpinning recommendations in the Plan; and
- e) make periodic reports to the Council on the progress of the City's efforts toward meeting the City's 100% renewable energy and greenhouse gas emissions reductions goals as well as other objectives set-forth in the Plan; and
- f) recommend any necessary changes to the Spokane Municipal Code and other necessary policy actions to advance initiatives outlined in the Plan; and
- g) collaborate and consult with other City Council subcommittees, City staff, any technical advisory group(s), and City's boards and commissions established by the City Administration in developing the framework and guidance for the implementation of this Plan; and
- h) engage in such other specific tasks as assigned or referred to the subcommittee by the City Council; and
- i) engage in an ongoing conversation about sustainability and climate change with the community and how the community can participate in actions in support of the Plan; and
- j) organize itself into such working groups as are necessary to accomplish the purposes listed above; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council shall appoint members to the SAS Steering Committee of 13-17 voting members, who shall

serve without compensation. A three council member workgroup consisting of at least the Council President and the Chairperson of the Public Infrastructure, Environment Committee shall propose initial nominations and any subsequent nominations for replacement members. The steering committee will provide directional decisions for the SAS. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels, races, ages, and expertise with the objective of implementing the Sustainability Action Plan. To achieve this purpose, it may include but is not limited to:

- a) At least one and not more than two members of the 2009 Mayor's Task Force on Sustainability; and
- b) At least one and not more than two representatives of an energy utility serving customers in the city of Spokane; and
- c) At least one faculty member from a local college or university with expertise in sustainability action planning or climate change; and
- d) At least one and not more than two members or representatives of local or regional business or technology companies with a history of implementing sustainability initiatives; and
- e) At least one and not more than two representatives of the public health community knowledgeable about climate change related health impacts; and
- f) At least one and not more than two members or representatives of local environmental or climate action advocacy groups; and
- g) At least one and not more than two representatives of low-income residents; and
- h) At least one and not more than two students from a high school, college or university located within the city of Spokane; and
- i) At least one member with knowledge, experience, and/or education in the fields of finance or economics; and
- j) At least one and not more than two members of communities considered high-risk from climate impacts; and
- k) At least one member and not more than two members of labor or other organizations that represent workers substantially impacted by the City of Spokane Sustainability Plan; and
- l) One member of the City Council may serve on the Sustainability Action Subcommittee as a non-voting member.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that each of the ten SAS workgroups (Buildings & Energy, Transportation, Planning & Land Use, Waste & Recycling, Water Resources, Natural Environment, Health & Wellbeing, Environmental Justice & Equity, Communications, and Sustainable Workforce) will have one advisory vote to aid the steering committee in their decision-making.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the SAS steering committee shall elect leadership from its own members. Each member of the steering committee will have one vote for decision-making. Decisions shall be made by consensus using the SAS's five-point scale and process as outlined below.

Voting Scale:

1. I can say an unqualified “yes” to the decision.
2. I find the decision acceptable.
3. I can live with the decision, but I’m not especially enthusiastic about it.
4. I do not fully agree with the decision, but I do not choose to block it.
5. I do not agree with the decision, and I feel we should explore other options.

Voting Process:

If all the responses from the steering committee members are 1, 2, 3, or 4, there is consensus, and the recommendation or decision moves forward. If the majority of the members answers 1-4, and one or more member answers 5, then the decision will move forward with a minority or dissenting report written by those members who voted 5. Minority reports will only be written for recommendations to council and not for internal SAS decisions. If less than 60% of the steering committee votes 1-4, the decision does not move forward.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the SAS meeting as a full group and its steering committee shall conduct its meetings consistent with the Open Public Meetings Act and the Public Records Act.

Passed by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience

Submitting Department	DSC, Code and Parking Services
Contact Name & Phone	Jesten Ray, 509-625-6819
Contact Email	jray@spokanecity.org
Council Sponsor(s)	CM Kinnear and CM Stratton
Select Agenda Item Type	<input type="checkbox"/> <input type="checkbox"/>
Agenda Item Name	Mobile Parking Payment System(s) Integrator
Summary (Background)	<p>Parking Services selected ParkMobile LLC (Atlanta, Georgia) from RFP 5451-21 to be the Mobile Parking Payment System(s) Integrator.</p> <p>ParkMobile will provide a Mobile Parking Payment System for the City. As integrator, ParkMobile will provide a single back-office system that will manage rules, rates, integrate reports and restrictions for all Mobile Parking Payment Systems and Partners.</p> <p>ParkMobile will integrate with other firms that partner with the City and were prequalified through RFP 5451-21 to provide a Mobile Parking Payment System for the City. This will allow customers to have multiple mobile payment app options and use whichever payment app they prefer or already have on their phones. Having multiple apps also builds redundancy in our system; if one mobile parking payment system is down, another app can be used instead. All mobile payments from any system will be pushed to meters and show as paid which is a new functionality. In addition, mobile payment will be pushed to license plate recognition (LPR) vehicles and handhelds for enforcement. ParkMobile will push rates and regulations to the partners and pull payment transactions.</p> <p>This contract is a 3-year contract for \$600,000 with the option for annual renewals.</p>
Proposed Council Action & Date:	February 28- brief; February 28- approval.
Fiscal Impact: Total Cost of Contract: \$600,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Mobile parking meter revenue, fees taken from revenue received. 1460-21200-99999-36231-30214 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.):	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>This contract will increase payment options available to parking customers by increasing the number of parking apps customers can use for payment. For customers that do not have smart phones,</p>	

ParkMobile offers a pay by phone payment system to pay for parking. To ensure access for all customers, ParkMobile maintains a multi-channel call center with phone, email, in-app chat, and a website available 24/7/365 in a variety of languages for customers whose first language is not English.

The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. This item supports the operations of Parking Services.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

We will have access to reports from ParkMobile on the number, frequency, and type of customer inquiries. Allowing us to see what customer services are being utilized in Spokane and in which languages. We do not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Parking Services follows the City's established procurement regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project implements recommendations from the 2019 Downtown Parking Study.



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: Mobile Parking Payment System(s) Integrator

This City Personal Services Agreement (the "Agreement") is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARKMOBILE, LLC**, whose address is 1100 Spring Street NW, Suite 200, Atlanta, Georgia 30309 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide a Mobile Parking Payment ("MPP") System for the City of Spokane; and

WHEREAS, the Firm will be the integrator and will provide a single back-office system that will manage rules, rates, integrate reports and restrictions for all Mobile Parking Payment Systems.

WHEREAS, the Firm will establish a two-way integration with any MPP System Partner pushing rates and regulations, and pulling payment transactions.

WHEREAS, the Firm was selected through an Informal Request for Proposals #5451-21 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Firm mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2022 (the "Effective Date"), and shall run through December 31, 2024 (the "Initial Term"), unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed annually upon mutual agreement of the parties (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

2. TIME OF BEGINNING AND COMPLETION.

The Firm shall begin the work outlined in Exhibit G on the Effective Date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the following Exhibits, which are incorporated herein:

Certification Regarding Debarment , Suspension, Ineligibility and Voluntary Exclusion, attached as Exhibit A
City's RFP 5451-21, attached as Exhibit B
Firm's Proposal/Response to RFP, attached as Exhibit C
Firm's Technical Requirements Table response, attached as Exhibit D
Firm's Technical Compliance Matrix response (TCM), attached as Exhibit E
Firm's Costs and Fees for City, attached as Exhibit F
Firm Service Agreement, attached as Exhibit G.

In the event of a conflict or discrepancy between any Exhibit and this City Personal Services Agreement, this City Personal Services Agreement shall control to the extent of the conflict.

The Work is subject to City review and approval. The Firm shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Firm's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **SIX HUNDRED-THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, including applicable tax, in accordance with Firm's Costs and Fees attached as Exhibit F, unless modified by a written amendment to this Agreement.

The Merchant of Record ("MOR") can be either the City or the Firm. As of the Effective Date, the Firm shall be the MOR. The City may choose to become the MOR at any time during the Term of the Agreement. If the City chooses to be MOR, it will notify the Firm at least sixty (60) days in advance of the date such change is to take effect, such notice to include the date the change shall be effective.

As MOR, all transactions will be processed real-time through the Firm's payment gateway to the Firm's payment processor. The Firm will remit to the City, any amounts due to the City in arrears on the 15th of the following month.

If applicable, the Firm shall submit its applications for payment to Parking Services Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 noting the OPR#. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

8.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

8.2 Firm. Firm will indemnify, defend, and hold harmless the City from and against any and all Losses incurred by the Firm resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that the City promptly notifies the Firm in writing of the claim, cooperates with Firm, and allows Firm sole authority to control the defense and settlement of such claim.

8.3 City. City will indemnify, defend, and hold harmless Firm from and against any and all Losses incurred by Firm resulting from any Third-Party Claim arising out of City's disclosure or use of Firm User Data in violation of this Agreement.

8.4 Mitigation. If any of the Services are claimed to, or in Firm's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if City's use of the Services is enjoined or threatened to be enjoined, Firm may, at its option and sole cost and expense: (a) obtain the right for City to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to the City, terminate this Agreement and require the City to immediately cease any use of the Services.

8.5 Sole Remedy. This Section 8 sets forth the City's sole remedies and the Firm's sole liability and obligation for any actual, threatened, or alleged claims that the services or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

9. INSURANCE.

During the period of the Agreement, the Firm shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

The Firm has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. AUDIT.

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Firm's employment, the Firm shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Firm from its obligations under this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING.

The Firm shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Firm for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16.1 City Data. City Data remains the sole and exclusive property of the City. City grants the Firm a perpetual, irrevocable, royalty-free license to use City Data in connection with the Services.

16.2 City Brand Features. City grants the Firm a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display City's Brand Features in connection with providing and/or marketing the Services. Firm will not make any use of City's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

16.3 Firm IP. City acknowledges that, as between City and Firm the Firm owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the Firm's Application and the Platform.

16.4 Firm's Brand Features. Firm grants the City nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Firm's Brand Features in connection with the Services, subject to Firm's Brand Guidelines available at <https://parkmobile.io/Firm/parkmobile-media-assets/logos/>. City will not make any use of Firm's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

16.5 Firm User Data. Firm User Data remains the sole and exclusive property of the Firm. Firm may sublicense certain Firm User Data to the City upon City's execution of Firm's Data Protection Agreement. City will not, directly or indirectly: (i) sell or resell Firm's User Data in any capacity or form; (ii) create any derivative work using Firm User Data; or (iii) use Firm User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that Firm will not sublicense or provide any PCI Data to the City.

16.6 Resultant Data. Resultant Data remains the sole and exclusive property of the Firm. Firm

grants the City a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for City's internal use in connection with the Services.

16.7 Reservation of Rights. Firm reserves all rights not expressly granted to City in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the City or any third party any IP Rights or other right, title, or interest in or to the Firm's Application and/or the Platform.

17. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless agreed to and signed by an authorized representative of each of the parties hereto.
- B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers, which are applicable to the Services provided pursuant to this Agreement. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of either party shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

PARKMOBILE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – City's RFP 5451-21
- Exhibit C – Firm's Proposal/Response to RFP
- Exhibit D – Firm's Technical Requirements Table response
- Exhibit E – Firm's Technical Compliance Matrix response (TCM)
- Exhibit F – Costs and Fees for City
- Exhibit G – Firm Service Agreement

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

**APPENDIX A: PRICING MATRIX
RFP 5451-21 Mobile Parking Payment System
ALL Proposers**

Proposer: _____

ParkMobile LLC.

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Mobile Payment Transaction Fee	ParkMobile clients typically charge Firm Users a small convenience fee per transaction to use ParkMobile. This fee is not inclusive of credit card processing.	\$0.35 (paid by user) or \$0.35 (paid by user with \$0.10 revenue share retained by City) or \$0.25 (paid by city)	Per Transaction
<u>Transaction Processing Fee</u>	As Firm is MOR, City agrees to pay Firm a Transaction Processing Fee.	\$.015 + 3% of the total Transaction amount.	Per Transaction
Transaction fee for extending time (if yes, include)	No extension fee.	\$0.00	Per Transaction
Merchant Validation	Mobile Payment Transaction Fee will apply for transactions with merchant validation.	\$0.00	Annually
End User Support	Included	\$0.00	Annually
Client (City) Support	Included	\$0.00	Annually
Hosting Fee	Included	\$0.00	Annually
Security	Included	\$0.00	Annually
Maintenance	Included	\$0.00	Annually
Ongoing Project Management and Calls	Included	\$0.00	Annually
Data Costs	ParkMobile is not providing data plan for enforcement devices.	\$0.00	Annually
Reporting Features	Included	\$0.00	Annually

Included Ongoing Marketing/Outreach	Standard marketing for ParkMobile is included	\$0.00	Annually
Any Other Costs, include detail	See ValueAdd Tab		
Implementation & Set-up	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Setup Fee	Included	\$0.00	One-time
Project Launch — Training	Included	\$0.00	One-time
Included Project Launch Marketing / Outreach	Included	Included (Section 2.1.5)	n/a
Integration with MPP System Integrator	Pending API documentation review and integration planning for scope/size.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Annually
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	n/a	One-time
Any Other Costs, include detail	See ValueAdd Tab	\$0.00	

APPENDIX A: PRICING MATRIX

RFP 5451-21 Mobile Parking Payment System

MPP System Integrator

Proposer: _____ **ParkMobile LLC.**

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Unified Back Office System	Included	\$0.00	Annually
Mobile Payment Transaction Fee from MPP System Partner payment	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Transaction fee for extending time from MPP System Partner payment (if yes, include)	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Implementation & Set-up			
Phase 1 Decals & Signage	Included	Included (Section 2.2.5)	n/a
Phase 2 Decals & Signage	Included	Included (Section 2.2.5)	n/a
Coordination with MPP System Partners to Standardize Zoning Numbers	Included	\$0.00	One-time

Integration with MPP System Partners	There will be no charge from ParkMobile for any MPP System Partner Integration. If there is any charge from the MPP System Partners ParkMobile will pass the cost through to City. MPP System Partners will integrate into ParkMobile platform using our standard API set.	\$0.00	One-time
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will also be used for future vendors.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Per Transaction
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices (after initial implementation)	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will be used for future vendors. After launch, the per transaction fee would apply.	\$0.00	One-time
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	\$0.00	One-time
Any Other Costs, include detail	See ValueAdd Tab		

EXHIBIT G



ParkMobile Service Agreement

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	City of Spokane, WA ("City")	Legal Name:	Parkmobile, LLC ("Firm")
Contact:	Kris Becker	Sales Rep:	Kristen Locke
Email:	kbecker@spokanecity.org	Email:	kristen.locke@parkmobile.io
Phone:	509.625.6392	Phone:	970-988-3755
Address:	City of Spokane, WA 808 W. Spokane Falls Blvd. Spokane, WA 99201	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices:	
			with a copy to ParkMobile' s Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS

Services	Firm will provide City with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at

least sixty (60) days before the end of the then current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate Firm as the merchant of record.
Parking Locations	The Services will be provided to City in the following locations / geographical territory: All City locations
Signage	City will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). The Firm is also responsible for (1) the cost of phase 1 and phase 2 decals and signage; and (2) flexible decals and signs capable of supporting a single vendor MPP System and/or multi-vendor MPP System. All signage included in the welcome kit is designed using Firm's standard signage templates. Custom signage may be made available to City for purchase at Firm's current signage rates. Any requested changes to Firm's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by City at Firm's then-current signage rates. Installation and maintenance of all signage is City's sole responsibility.
Governing Law	State of Washington
Schedules	This Exhibit G incorporates the following Schedules: Schedule 1: Firm General Terms & Conditions; Schedule 2: On-Demand Parking Services; Schedule 3: PM360 As A Platform Services; Schedule 4: City Electronic Funds Authorization Form

**SCHEDULE 1
FIRM GENERAL TERMS & CONDITIONS**

1. SERVICES

1.1 General. During the term, Firm will provide the Services to City in accordance with the terms and conditions of this Agreement.

1.2 Launch Date. The parties will mutually agree upon the launch date for the Services.

1.3 Firm Application. On and after the launch date, City's Parking Locations, along with associated Parking Information, will be made available to the general public through the Firm Application.

1.4 Parking Management Services. Subject to the license granted in Section 2, City will be provided access to the Platform to manage City's Parking Locations and associated Parking Information.

1.5 Parking Locations. The parties agree that Firm does not own, operate, manage, or maintain any Parking Location. City agrees that Firm is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by City at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

1.6 Publicity of Services. Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by City will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

1.7 Exclusivity. Throughout the term, the parties agree that Firm will be the Mobile Parking Payment System(s) Integrator for the City.

1.8 PCI DSS. Firm has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

1.9 Online City General Terms & Conditions. The parties agree that this Agreement supersedes the City General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2 ACCESS & USE OF PLATFORM

2.1 Provision of Access. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, Firm grants City a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to City's internal use. Firm will provide City the Access Credentials within a reasonable time following the Effective Date.

2.2 Documentation License. Firm hereby grants to City a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for City's internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. City will not, directly or indirectly, and will not permit any

third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, City shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with Firm.

2.5 Changes. Firm reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i)

the quality or delivery of Firm's services to its customers; (ii) the competitive strength of or market for Firm's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Firm will provide thirty (30) days advance notice of changes.

2.6 Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, Firm may suspend, terminate, or otherwise City's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Firm receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Firm to do so; or (b) Firm believes, in its good faith and sole discretion, that (i) City or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) City or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) City's or any Authorized User's use of the Services disrupts or poses a security risk to Firm or to any other City, end user, vendor or partner of Firm; or (v) this Agreement expires or is terminated. This Section does not limit any of Firm's other rights or remedies, whether at law, in equity, or under this Agreement.

3 CITY RESPONSIBILITIES

3.1 Use of Platform Account. City is responsible and liable for all uses of the

Platform resulting from access provided by City, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. City must notify Firm immediately of any breach of security or unauthorized use of City's account.

3.2 Parking Information. City is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the Firm Application and for keeping such information up to date within the Platform.

3.3 Effective of City Failure or Delay. Firm is not responsible or liable for any delay or failure of performance caused in whole or in part by City's delay in performing, or failure to perform, any of its obligations under this Agreement.

4 SERVICE AND SUPPORT

4.1 Scheduled Maintenance. Firm will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, Firm may modify this window from time-to-time by providing City with advance notice. If Firm anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, Firm will use commercially reasonable efforts to give City at least 24 hours prior notice. Notwithstanding the foregoing, Firm reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, Firm will use commercially reasonable efforts to notify City before commencing any emergency maintenance outside of the scheduled maintenance window and

will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 City Support. Firm will use commercially reasonable efforts to assist City with any technical support that City may reasonably require in using the Services. Firm will provide technical support for rate and configuration changes to City Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, City may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, City may submit a support request via email to prs@parkmobile.io. Firm will provide City with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, City may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 Firm User Support. The Firm is to provide comprehensive customer support to assist customers with registration and initial use of the MPP System, addressing and correcting errors with customer parking transactions (incorrect plate number, location, time, etc.), and transaction or payment disputes. Firm shall have the ability to provide customer service support to address complaints and refund requests. Customer service support shall be provided in both English and Spanish. The City expects that user experience is easy to understand, inclusive and accessible. The customer should be able to perform parking functions within the MPP System with ease regardless of the user's experience, knowledge, and technical ability.

The following customer service and support functions are expected to be available from the MPP System:

(i) Toll-free live customer support, 7 days a week, excluding CITY parking meter holidays, between the hours of 6:00 AM, to 10:00 PM, PST to assist customers with registration, correction of customer transactions and transaction disputes.

(ii) Customer support in both English and Spanish.

(iii) Maintain a log of all customer interactions and provide the City with immediate access to reports and detailed logs associated with customer correspondences and exchanges.

5 CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6 FEES AND PAYMENT

6.1 No Deductions or Setoffs. All amounts payable to Firm under this Agreement shall be paid by City to Firm in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

6.2 Fee Increases. Firm may increase Fees for any contract year, by providing written notice to City at least sixty (60) calendar days written notice.

6.3 Limited Payment Agent. City appoints Firm as its agent for the limited purpose of receiving, holding, and settling payments made by Firm Users to City in connection with the Services. City acknowledges and agrees that receipt of payment from Firm Users in connection with the Services by Firm shall be deemed the same as receipt by City itself.

7 REPRESENTATIONS AND WARRANTIES

7.1 Mutual Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will consti-

tute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1, ALL SERVICES ARE PROVIDED "AS IS." FIRM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, FIRM DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. FIRM SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

8 LIMITATION OF REMEDIES AND DAMAGES

8.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, IN NO EVENT WILL FIRM OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C)

LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF FIRM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO FIRM UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Exceptions. The exclusions and limitations in Section 8.1 and Section 8.2 do not apply to Firm's obligations under Section 5 or liability for Firm's gross negligence or willful misconduct.

9 ADDITIONAL TERMS

9.1 Inclusion of Non-Participating Agencies. During the Term of this Agreement, Firm agrees to extend the pricing, terms, and conditions of this Agreement to any other government agency and/or municipality located in the State of Washington (each a "Washington Agency") that wishes to receive the Services. This provision does not require a Washington Agency to purchase from Firm; however, it allows Washington Agencies, at their sole discretion, to make use of City's competitive process and purchase directly from Firm. All purchases made by other Washington Agencies shall be understood to be transactions between that Washington Agency and Firm. City shall not be responsible for any such purchase and shall not be a party to such agreement. For the sake of clarity, this provision does not modify or supersede any pre-existing agreement between a Washington Agency and Firm.

10 GENERAL TERMS

10.1 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning

of this Agreement or such other address as either party may be specific in writing. Any notice permitted or required under this Agreement that is sent to Firm shall also be sent via email to legal-notices@parkmobile.io.

10.2 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington, United States of America (including its statutes of limitations).

10.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.4 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.5 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.6 Export Control. City will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, City: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

10.7 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.8 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

10.9 Electronic Signatures. The parties agree and intend that they may each sign this Agreement digitally or electronically and that such signatures shall have the same force and effect as original or handwritten signatures for all purposes allowed by law.

11 DEFINITIONS

"Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other

security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"City Data" means any data specific to City's operation that is provided by City to Firm to be used in the provision of Services that is not available to Firm publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that Firm provides or makes available to City in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"Fees" means any and all fees charged by Firm in connection with the Firm Services.

"Firm Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Firm and that are made available to the general public and

that facilitates the payment of parking transactions.

"Firm User" means an end user that uses the Firm Application.

"Firm User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a Firm User, directly or indirectly, through the Firm Application.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"IVR System" means Firm's interactive voice response system.

"Net Parking Revenue" means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Firm, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.

"Parking Fee" means, for each Transaction, the amount set by City for a given Transaction. Parking Fees do not include the User Fee.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where Firm Users may park.

"ParkMobile360" means an Application for aggregate policy management, operating, reporting and analytics of parking services.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions.

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Firm that are made available to City to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.

"Resultant Data" means data and information related to City's, Authorized Users' and/or Firm Users' use of the Services that is used by Firm in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the Firm Application, the Platform, and all other services provided by Firm under this Agreement.

"Total Price" means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including an Order Form.

"Transaction" means a User's purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

"Transaction Processing Fee" means merchant processing, gateway and related fees per authorized Transaction or such other amount as expressly set forth in Exhibit F.

SCHEDULE 2 ON-DEMAND PARKING SERVICES

Firm offers a service to Firm Users that facilitates the activation of and payment for on-demand parking using the Firm Application (“On-Demand Parking”).

Firm Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling Firm’s IVR System, or (3) using the Firm Application. In order to register with Firm and begin a parking session, a consumer simply provide Firm with the information required by Firm to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the Firm User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the City parking areas are indicated on parking signs or on parking meters. Enforcers of the City check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

Firm does not provide or pay for City’s use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, Firm Users will receive parking alert services from Firm via SMS, Firm Application push notification or email. The Firm User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Firm Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the Firm User’s payment method, and Firm Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

SCHEDULE 3
PM360 AS A PLATFORM SERVICES

The following terms will apply to the City's use of PM360 as a Platform:

The parties recognize that the provision of the PM360 as a Platform Services is dependent upon cooperation of City's Third-Party Service Providers, which is outside of Firm's control. City agrees that it will assist Firm in obtaining all information reasonably necessary from each Third-Party Service Provider to enable and maintain its integration with the PM360 as a Platform Services. This includes, but is not limited to, ensuring the Third-Party Service Provider satisfactorily and timely completes all steps necessary to enable and maintain the integration, as reasonably determined by Firm.

City agrees to require each of its current Third-Party Service Providers to successfully integrate with the PM360 as a Platform Services within thirty (30) days, including the Third-Party Service Provider's execution of Firm's standard integration agreement which will incorporate the fee schedule set forth above. If City contracts with any new Third-Party Service Provider during the Term, City agrees to require each Third-Party Service Provider to successfully integrate with the PM360 as a Platform Services (including the execution of Firm's standard integration agreement which will incorporate the fee schedule set forth above) before it makes its services available to the public.

For each Third-Party Service Provider, Firm agrees that it will use commercially reasonable efforts to enable an integration with the Third-Party System and the PM360 as a Platform Services. In its sole discretion, Firm may satisfy the foregoing by either: (i) providing Third-Party Service Provider with access to the applicable application programming interface(s) ("Firm API"), along with necessary documentation; or (ii) developing an application integration with Third-Party System ("Custom Integration").

For purposes of this Schedule, "Third-Party Service Provider" means any person or entity, other than Firm and its employees, that provides City with parking-related services and that City wishes to integrate with the PM360 as a Platform Service; and "Third-Party System" means separate services or applications provided by a Third-Party Service Provider that can be used in connection with the PM360 as a Platform Service using Firm's API or a Custom Integration, including, but not limited to: access control devices, parking enforcement, parking meters, parking permits, pay stations, and/or mobile parking applications.

**SCHEDULE 4
CITY ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Firm to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of City to notify Firm of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CITY INFORMATION

CITY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Firm to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above

and to other accounts specified by City in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Firm receives a written termination notice from City and has a reasonable opportunity to act on it.

Council Framework: Sales and Use Tax for Affordable Housing (1590)

Key City Council Objectives of the Sales and Use Tax for Affordable Housing:

- **Provide Access to Transit:** Access to transit is a priority for all housing projects, as transportation costs are second only to housing costs for most low-income households and many low-income households do not own a car. Projects near transit, specifically within 1/8 mile of high-performance transit, will be prioritized.
- **Provide Access and Support to Homeownership:** Prioritize projects that support home ownership, especially for households that have historically been excluded from home ownership opportunities due to policies such as redlining, or who are at risk of displacement.
- **Provide Access to Healthy Living:** Prioritize housing projects that help residents thrive in healthy homes, free of health hazards. Projects should demonstrate how they will ensure healthy homes in physical quality and safety, neighborhood location and housing stability. Projects should consider locations with high-quality resources that afford residents the greatest access to opportunities such as jobs, quality education, parks and open space, and services.
- **Provide Access to Sustainable, Affordable Living:** Prioritize housing projects that ensure households have long-term affordability by demonstrating how units will use less net energy and require less long-term maintenance.
- **Advance Equitable Development Goals and Address Displacement:** Prioritize housing projects that support community development investments and homeownership in communities, including neighborhoods where marginalized groups have historic roots or access to culturally relevant business and services, and projects in locations where residents have a high risk of displacement.
- **Serve Needs of Residents:** Prioritize proposals that demonstrate integrated services that impact healthy child development, family and community violence, mental and behavioral health outcomes and health behaviors and chronic disease through collaboration with early learning professionals, behavioral health providers and other health sectors.

Requirements

All applications must meet the following minimum requirements.

A minimum of 60% of moneys collected must be used for the following purposes:

1. Constructing or acquiring affordable housing, which may include emergency, transitional and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
2. Constructing or acquiring behavioral health-related facilities or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation or treatment centers.

The remainder of the moneys collected must be used for the operation, delivery or evaluation of behavioral health treatment programs and services or housing-related services.

The affordable housing and facilities providing housing-related programs may only be provided to persons with any of the following population groups whose income is at or below 60% of Spokane County's area median income:

1. Persons with behavioral health disabilities;
2. Veterans;
3. Senior citizens;
4. Persons who are homeless or at-risk of being homeless¹, including families with children;
5. Unaccompanied homeless youth or young adults;
6. Person with disabilities;
7. Domestic violence survivors.

This program employs the same definitional framework as does the U.S. Department of Housing and Urban Development to define the terms "homeless" and "at-risk of being homeless," as follows:

"Persons who are homeless" means:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
 - (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- (2) an individual or family that is defined as homeless under other specific federal statutes;
- (3) an individual or family that has not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to making an application for homeless assistance;

¹ HUD At a Glance Homeless Definition and Record Keeping Requirements and Criteria, https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

Commented [MB1]: What does this mean? Can we define it? One way would be a household that is behind on their rent, or who has been served an eviction notice, but another, broader way could be households that are extremely cost-burdened (>50% of their income goes to rent) – we know that that cost-burden increases their risk of homelessness.

- (4) an individual or family that has experienced persistent instability as measured by two moves or more during in the preceding 60 days; and
- (5) an individual or family that can be expected to continue in such status for an extended period of time due to special needs or barriers.

“At-risk of being homeless” means:

- (1) an individual or family will imminently lose their primary nighttime residence, provided that:
 - (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
- (2) an individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Employ racial equity framework

- Promotes equity;
- Works to reduce disparities in housing;
- Achieves designated equitable outcomes for marginalized populations and populations subject to historical and present discrimination in the housing market and/or housing policy; and
- Informed by community members with lived experience relevant to the housing programs at issue and the challenges of accessing them

All projects designed to serve families with children shall ensure equal access regardless of family composition and regardless of the age of the minor child(ren)

All projects that operate gender-segregated facilities shall allow the use of facilities consistent with the person’s gender expression or identity

All housing projects, services and/or programs in Spokane and funded with any dollars originating or passing through the City of Spokane shall adhere to state and federal anti-discrimination laws by ensuring equal access regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, immigration status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

Commented [MB2]: This needs to use the same language in the definition of “discrimination” in Title 18. I’m not sure my edits capture all of the categories.

Recommendation:

The Housing Action Subcommittee makes the following recommendations on funding:

- 70 – 80% of funds used for the following purposes:
 - 60% - 80% of funds for constructing or acquiring affordable housing, which may include emergency, transitional and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
 - Focus funding to mixed use multifamily housing to increase housing production for income-restricted families, including units available for shared equity ownership by tenants.
 - Focus funding toward incentivizing and/or subsidizing construction of workforce housing, especially units available for purchase by residents.
 - Recommendation for percentage based on project proposals received
 - 0 - 10% of funds for constructing or acquiring behavioral health-related facilities or acquiring land for these purposes; or
 - 20 - 40% of all available funding to operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided.
- 20% - 30% of funds for the following purpose:
 - to the operation, delivery or evaluation of culturally responsive behavioral health treatment programs and services or housing-related services.

The Housing Action Subcommittee recommends that any RFP committee reviewing applications for funding include members from impacted communities. These community members should receive compensation for their time serving on review committee.

The RFP should be released in tandem with ARP housing funding

Scoring Matrix – Homeownership Programs

Access to Transit	Points
Within ¼ mile of a transit stop	
Within 1/4 mile of a transit stop	
Within 1/4 mile of a high-performance transit stop	
Access to bike path(s) or walking path(s)	
Demonstration that each development is compatible and integrates well with existing and planned land uses in the surrounding area, including pedestrian corridors and transportation corridors	
Total points	

Provide Access and Support to Homeownership	Points
Focus on neighborhoods and communities historically lacking access to homeownership	
Currently working with BIPOC organizations with experience with housing education	
Working with community of color led groups	
Dedicated percentage of accessible homes for households experiencing disabilities	
Affordability requirements 5 – 10 years (1 point) 10 – 15 years (2 point) 20 – 25 years (3 point) 25 – 50 years (4 points) 50 years+ (5 points)	
Homeownership technical assistance and homeownership education	
Total Points	

Provide Access to Healthy Living	Points
Within ¼ mile of a park	
Tree canopy score	
Walk score	
Within ¼ mile of a grocery store	
Within ½ mile of a school	
A plan to interface each housing development with parks, trails and/or open spaces, when the property allows an opportunity for such a plan.	
National Healthy Housing Standard elements incorporated into housing units such as lighting systems, safety and personal security features and structures, facilities, plumbing and space requirements.	
Demonstration that proposal assists in improving safety and preventing crime in surrounding areas.	
Total Points	

Provide Access to Sustainable, Affordable Living	Points
"Built green" elements to be incorporated into housing units such as energy efficiencies, passive solar design, water conservation/re-use measures, sustainable/re-usable materials, etc..	
The quality of design and materials to be used for the housing units or buildings, including the types of materials that will be used to help provide healthy housing.	
Sustainable site design and landscaping elements, such as protection of the existing natural systems, sustainable construction practices, on-site storm water treatment, minimizing of impervious surfaces, re-use of water, low-energy street lighting, native vegetation, or community based alternative energy generation, etc..	
Total Points	

Advance Equitable Development Goals and Address Displacement	Points
Work plan and/or logic model showing how activities address inequities	
Collaboration with impacted communities on proposal development, implementation and evaluation	
Leadership and program staff reflect communities served	
Data, cultural considerations, lived experience and/or other evidence that methods are effective in target communities	
Demonstrated previous experience partnering with BIPOC contractors, subcontractors and service providers. – mentorship	
Support tenants to buy homes BIPOC owned contractors and/or agency (follow up)	
Total Points	

Serve Needs of Residents	Points
Provision for private or common recreational space, the former near the units and the latter easily accessible to the units.	
A description of the basic elements of the universal design that will be used.	
Plan for providing needed service referrals for residents	
History of demonstrated partnerships with community organizations	
Total Points	

Scoring Matrix – Rental

Access to Transit	Points
Within 1/4 mile of a transit stop	
Within 1/4 mile of a high-performance transit stop	
Access to bike path(s) or walking path(s)	
Demonstration that each development is compatible and integrates well with existing and planned land uses in the surrounding area, including pedestrian corridors and transportation corridors	
Total points	

Provide Access and Support to Rental Units	Points
Focus on neighborhoods and communities historically lacking access to homeownership	
Currently working with BIPOC organizations with experience with housing education	
Working with community of color led groups	
Dedicated percentage of accessible homes for households experiencing disabilities	
Affordability requirements 5 – 10 years (1 point) 10 – 15 years (2 point) 20 – 25 years (3 point) 25 – 50 years (4 points) 50 years+ (5 points)	
Homeownership technical assistance and homeownership education	
Total Points	

Provide Access to Healthy Living	Points
Within ¼ mile of a park	
Tree canopy score	
Walk score	
Within ¼ mile of a grocery store	
Within ½ mile of a school	
A plan to interface each housing development with parks, trails and/or open spaces, when the property allows an opportunity for such a plan.	
National Healthy Housing Standard elements incorporated into housing units such as lighting systems, safety and personal security features and structures, facilities, plumbing and space requirements.	
Demonstration that proposal assists in improving safety and preventing crime in surrounding areas.	
Total Points	
	Points

Provide Access to Sustainable, Affordable Living	
"Built green" elements to be incorporated into housing units such as energy efficiencies, passive solar design, water conservation/re-use measures, sustainable/re-usable materials, etc..	
The quality of design and materials to be used for the housing units or buildings, including the types of materials that will be used to help provide healthy housing.	
Sustainable site design and landscaping elements, such as protection of the existing natural systems, sustainable construction practices, on-site storm water treatment, minimizing of impervious surfaces, re-use of water, low-energy street lighting, native vegetation, or community based alternative energy generation, etc..	
Total Points	

Advance Equitable Development Goals and Address Displacement	Points
Work plan and/or logic model showing how activities address inequities	
Collaboration with impacted communities on proposal development, implementation and evaluation	
Leadership and program staff reflect communities served	
Data, cultural considerations, lived experience and/or other evidence that methods are effective in target communities	
Demonstrated previous experience partnering with BIPOC contractors, subcontractors and service providers. – mentorship	
Support tenants to buy homes	
Total Points	

Serve Needs of Residents	Points
Provision for private or common recreational space, the former near the units and the latter easily accessible to the units.	
A description of the basic elements of the universal design that will be used.	
Plan for providing needed service referrals for residents	
History of demonstrated partnerships with community organizations	
Total Points	

Scoring Matrix Land Acquisition

Access to Transit	Points
Within ¼ mile of a transit stop	
Within 1/4 mile of a transit stop	
Within 1/4 mile of a high-performance transit stop	
Access to bike path(s) or walking path(s)	
Demonstration that each development is compatible and integrates well with existing and planned land uses in the surrounding area, including pedestrian corridors and transportation corridors	
Total points	

Provide Access to Healthy Living	Points
Within ¼ mile of a park	
Tree canopy score	
Walk score	
Within ¼ mile of a grocery store	
Within ½ mile of a school	
A plan to interface each housing development with parks, trails and/or open spaces, when the property allows an opportunity for such a plan.	
Total Points	

Land feasibility (development of 5 or more)	Total Score
Phase 1 Environmental review completed	
Market study completed	
Brownfield	
Preliminary drawings and	
Site control – HTF language	
Current zoning compliance	
Flood plain	
Letter from school district	
GMA compliance	
Tenant relocation plan and compensation	

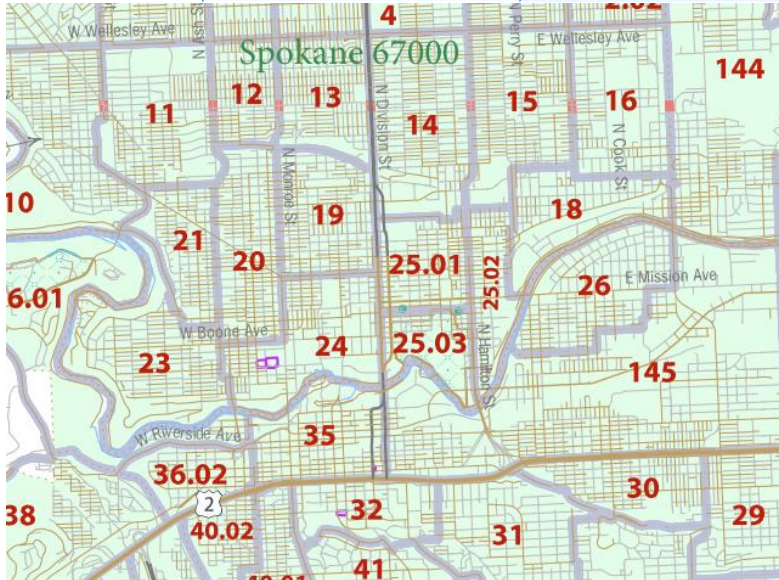
Scoring Matrix – Services

Public Outreach	Points
Public participation within community served on services needs	
Public participation within neighborhood served on services needs	
Public participation with community based organizations	
Outreach to schools and childcare providers within neighborhood served	
Plan for providing culturally relevant and responsive services	
Total Points	

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Council Preferences

- Investment in City of Spokane census tracts in 24, 25, 35 and 145



Commented [MB3]: Maybe include a map of these as an attachment?

- Preference for mixed-use projects – housing and retail or office uses combined
- Infrastructure priorities are intended to help increase residential density so the benefits of existing infrastructure can be realized and the costs of new taxpayer-financed infrastructure can be mitigated. We can do this by:
 - Locating housing in designated centers and corridors, including downtown
 - Locating housing within a fifteen-minute walk from the borders of Centers and corridors (approximately ½ mile)
 - Locating housing in existing residential neighborhoods, to make the most efficient use of installed infrastructure, tree canopy, parks, etc.
 - Greenfields (I.e phasing development within the Urban Growth Area (“UGA” per Washington Administrative Code 365-196-330)
- Preference for permanently affordable housing
- Strive to meet the goal of addressing the racial wealth gap by increasing homeownership for populations historically subject to discrimination in housing markets/housing policy
- Locate housing near public transit (preferably 1/4 mile high performance transit)
- Distribute housing throughout the city close to parks, open space, schools and services
- Utilize universal design principals ensuring housing units can be used by everyone regardless of their level of ability or disability.
- Incentivize the construction of units that use less net energy than average and require less maintenance than average

Commented [MB4]: Need to explain this more – do you mean “encourage in specific greenfields”? or “don’t build in greenfields”, or “build in some greenfield areas”?

Commented [MM5R4]: This was the language from the Housing Action Plan council implementation.

Commented [MM6R4]:

10. Prioritize funding for current and former residents of neighborhoods with history of redlining and households receiving free or reduced lunch given preference for city-sponsored housing programs
11. Provide needed language translation services
12. Provide proactive reasonable accommodations
13. Priority will be given to projects working with local, community-based, non-profit organizations that are culturally relevant and historically rooted, and have organizational staff and board composition that seek to reflect the community they serve.
14. Housing project applicants must demonstrate site control
15. Environmental review
16. Brownfield remediation is a potential bonus area, particularly where other funds, such as Ecology, EPA, etc are leveraged
17. Leverage other dollars wherever possible as a general priority.
18. Financial feasibility and/or cost effectiveness of the project **other pledged/committed sources of funds (gap financing) verification of award letters**
19. Agency Capacity - Capacity of the applicant team to develop and operate the project
20. Housing Model Success - Demonstrated success of diverse housing models in creating long-term housing stability for the proposed population(s) as specified in RCW, including but not limited to affordable family housing; senior housing; transitional housing; permanent supportive housing; group homes for individuals with disabilities; public housing; and mixed income housing
21. Project Readiness - Ability to deploy funds quickly and respond with urgency to the current housing crisis
22. Partnerships - Demonstration of committed partnership(s) and collaboration with other entities to develop and operate project
23. Equity – Projects that serve underserved populations and address the disproportionate impacts of homelessness and housing instability on communities of color
24. Previous experience housing vouchers
25. Mentorship relationships between experienced developers and new developers

Timeline

	Notice of Funds Availability Released
	Housing Action Subcommittee Develop RFP
	Request for Proposals published
	Housing Action Subcommittee review RFP proposals
	Housing Action Subcommittee recommendation to City Council
	Final Awards

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Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Daniel Ramos III, 509-625-6756
Contact Email	dramos@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Eccovia, Inc., Homeless Management Information System Software Extension
Summary (Background)	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2021 to 11/30/2022 at a cost of \$137,733.20.
Proposed Council Action & Date:	2/28/2022
Fiscal Impact:	
Total Cost: \$137,733.20	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: CoC HMIS funds (\$106,360.71) & HHAA funds (\$20,000) + Taxes (\$11,372.46)	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – one year software extension to meet funding requirements.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – one year software extension to meet funding requirements. Before this extension expires, CHHS will commence with an RFP as required by City procurement policy for this software to evaluate enhancements, improvements, and review cost advantages to our current solution.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This software service aligns with the Urban Experience Committee's strategic initiatives and the goals of its Housing and Action sub-committee to connect people to services, achieve housing objectives, and to meet the obligations required by federal and state funding CHHS receives.



City of Spokane
CONTRACT EXTENSION
Title: **CLIENTTRACK SUBSCRIPTION AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **EC-COVIA, INC.**, whose address is 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Subscription Licenses and Professional Services to ClientTrack; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated December 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on December 1, 2021.

3. EXTENSION.

The contract term is hereby extended and shall run through November 30, 2022.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SIXTY AND 71/100 DOLLARS (\$126,360.71)**, and applicable sales tax, in accordance with the attached Software as a Service Subscription Agreement, for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

ECCOVIA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:
Certificate regarding Debarment
Eccovia Software as a Service Subscription Agreement

22-034

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Council Member Lori Kinnear
Contact Name & Phone	Giacobbe Byrd; (509) 625-6715
Contact Email	gbyrd@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Designation of Protection Zones Ordinance & Riparian Rehabilitation Resolution
Summary (Background)	<p>Council Member Kinnear has been working with City staff and community stakeholders since 2019 to create a project intended to be the next step toward providing adequate protections for the Spokane River.</p> <p>The Department of Ecology is currently working on clean-up efforts upstream, and the City now needs to do its part.</p> <p>This project has two main elements:</p> <ol style="list-style-type: none"> 1. The Designation of Protection Zones Ordinance – this ordinance gives Council, from time to time, the authority in areas that are in need of intervention of the harmful effects of human activity. 2. The Riparian Rehabilitation Resolution – this resolution designates specific public lands along the Spokane as protected public land zones in danger of critical deterioration due to destructive human activity and where unauthorized entry shall be strictly prohibited at all times until such time the designated area has been declared by City Council resolution as restored and no longer in need of protection. <p>By selecting critical areas along the bank of the Spokane River within City limits, the City has an opportunity to preform restorative management.</p> <p>After sites are established, treatments could include vegetative management techniques to promote re-introduction of native species and removal of invasive species as well as shoreline erosion management.</p> <p>Community stakeholders have generously provided their time and expertise in identifying favorable sites and restoration techniques for this project.</p>
Proposed Council Action & Date:	Final council action on both the ordinance and resolution proposed for March 14, 2022.
<p>Fiscal Impact: For the first year of restoration, costs associated with this project are likely to be mostly related to signage that explains the reason for the temporary restricted access to public land. Total Cost: approximately \$1,000-\$1,500 for around 30 custom metal signs.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Funding Source One-time Recurring
Specify funding source:

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.) Future budget impacts for restoration could be offset by partnering with community stakeholders to perform restorative management.

Operations Impacts

What impacts would the proposal have on historically excluded communities?
Educational messaging efforts would be needed to communicate the reason for the temporary restrictions on public land, especially targeted toward populations that have been historically excluded from the City decision making process.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
The Parks Department will monitor the protected public land zones, provide restorative management when possible, and collect data on the progress.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This project is in direct alignment with Water Resource Goal 1 of the Sustainability Action Plan.

- Goal 1 is to protect the Spokane River and natural aquatic ecosystems (wetlands, shorelines, aquatic ecosystems biodiversity, streams, floodplains, aquifer recharge areas).
- Priority action WR 2.1 under Goal 1 is to protect the following sensitive resources through acquisition, maintenance, and restoration strategies: wetlands, riparian areas, and spawning and rearing habitats of native fish species.

RESOLUTION NO. C-_____.

A resolution designating certain areas of public land within the city limits as protected public land zones in need of immediate protection from the harmful effects of human activity, and where unauthorized entry shall be strictly prohibited at all times until such time the designated area has been declared by City Council resolution as restored and no longer in need of protection.

WHEREAS the City of Spokane owns public lands and properties throughout the City limits which are home to trees, vegetation and wildlife and which are essential to the city's health and natural beauty, including the riverbanks along the Spokane River; and

WHEREAS the City seeks to preserve and maintain the river, the river banks and adjacent natural areas by establishing policies that protect these environmentally sensitive areas from destructive human activity causing disruption to the soil and vegetation along the river; and

WHEREAS the City Council adopted in 2018 the Protection of Public Lands and Properties ordinance with the purpose of protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity; and

WHEREAS the City Council adopted in 2021 an updated Sustainability Action Plan, which includes a goal to protect the Spokane River and natural aquatic ecosystems through priority actions that protect the following sensitive resources through acquisition, maintenance, and restoration strategies: wetlands, riparian areas, and spawning and rearing habitats of native fish species; and

WHEREAS, the City of Spokane has the authority to adopt rules and regulations for public properties under the City's ownership and stewardship.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL that the following public lands are designated as protected public land zones in danger of critical deterioration due to destructive human activity and, for purposes of preventing irreparable harm to the land and its natural ecosystem. This ordinance will be strictly and at all times enforced, and unauthorized entry, including camping, shall be prohibited at all times, in the following areas:

(1) The south bank abutting and extending 50 feet from the Spokane River between Mission Street Bridge and Greene Street Bridge, excluding any trails or designated footpaths; and

(2) The north and south banks abutting and extending 50 feet from the Spokane River between Monroe Street Bridge and Sandifur Bridge, excluding any trails or designated footpaths.

(3) Parkland under the jurisdiction of the Park Board along Latah Creek.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-_____

AN ORDINANCE relating to the designation of protection zones to restore and remediate adverse impacts on public lands and properties; amending SMC sections 12.02.1002; and adopting new section 12.02.1003 to chapter 12.02 of the Spokane Municipal Code.

Section 1. Section 12.02.1002 is amended to read as follows:

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as which may be exemplified by remaining for prolonged or repetitious periods of time or for any length of time in a manner not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.
- B. "Public property" shall mean any property including but not limited to the public right of way, sidewalks, parks, riverbanks, waterways, conservation areas, natural areas, ~~rights of way,~~ easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.
- C. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.
- D. "Street tree" means any tree or shrub located within the public right-of-way.

Section 3. That there is adopted a new section 12.02.1003 to chapter 12.02 of the Spokane Municipal Code to read as follows:

Section 12.02.1003 Designation of Protection Zones

The City Council, by resolution, may designate certain protection zones within the city limits based upon findings that the lands or properties within the boundaries of such designations are suffering from serious adverse impacts and are in need of immediate intervention, remediation or protection. Upon the designation of a protection zone, the City Council shall implement the prohibitions set forth in subsections (A) and (B) of this

section, the purposes of which are to remediate or to protect the affected lands or properties within the boundaries of designation from further danger or deterioration. The following categories of designation are established:

A. Protected Public Land Zones

1. Definition

Protected Public Land Zones are areas of public land within the city limits consisting of natural areas or conservation land, including documented areas adjacent to the Spokane River, where the danger of critical deterioration due to fires, natural disaster or destructive human activity has been established, for purposes of restoration and prevention of further and irreparable harm to the land and its natural assets.

2. Prohibition.

It is unlawful at all times to enter or remain on property designated by Council resolution as a Protected Public Land Zone where such designation has been posted with signage in the affected location. A violation of this prohibition is a misdemeanor.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet Urban Experience

Submitting Department	City Council
Contact Name & Phone	CP Beggs – 625-6714
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs/CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Resolution Committing to a Public Comment Process on Community Water Fluoridation
Summary (Background)	This resolution commits Council to a prompt public review and public comment process upon receiving the completed 30% design feasibility study on community water fluoridation.
Proposed Council Action & Date:	Filed for consideration on 2/14 to align with consideration of the feasibility study contract.
Fiscal Impact: N/A – this resolution does not have a direct cost association. Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This resolution commits to further public comment regarding community water fluoridation after receiving the results of the feasibility study. Additional public comment time allows for more interaction with a broad range of community stakeholders and Spokane residents.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Not applicable – this action would provide time and process for community engagement – the form of that engagement will be decided by Council Members at a later date.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA – see above.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This resolution and future public engagement process aligns with Council’s previously-passed legislative items related to community water fluoridation. It also furthers many Council Members’ goals of engaging more members of the public in decision making.

RESOLUTION NO. 2022-_____

A resolution concerning moving forward on community water fluoridation into the 30% design feasibility phase.

WHEREAS, The City of Spokane entered into a grant contract with the Arcora Foundation (“Foundation”) approved by City Council and signed by the Mayor to study, build, and then implement community water fluoridation in Spokane with up to \$4 million of the cost of this work to be provided by the Foundation and numerous other community funding partners; and

WHEREAS, the grant contract allows the City to take a phased approach toward community water fluoridation, with inherent status updates at each phase; and

WHEREAS, the Foundation has agreed, at the City’s request, to waive the repayment obligation of up to \$600,000 for the up to 30% design feasibility phase, even if the City decides not to implement community water fluoridation; and

WHEREAS, allowing the City to incur expenses to complete an up to 30% design feasibility study, without the repayment obligation will ensure that the City Council, the Mayor, and community members are fully informed at a greater level of detail on the feasibility and likely cost of a community fluoridation system without financial risk to the City; and

WHEREAS, the City has published a Request for Qualifications to perform the 30% design feasibility study of a community fluoridation system in Spokane and received qualified responses; and

WHEREAS, the Mayor has agreed to fund with Foundation grant proceeds a 30% design feasibility study of a community fluoridation system in Spokane; and the Council has agreed to a full review of the details of the 30% design feasibility study, including public comment, prior to commencing the build-out of the community water fluoridation system.

NOW THEREFORE, BE IT RESOLVED that upon receiving the completed 30% design feasibility study, the City Council shall promptly publicly review the study’s findings and solicit public comment prior to a decision to proceed with full design and construction of a fluoridation system.

ADOPTED by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience – February 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Kinnear and Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both the Olmsted and S Adams Apartment Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, the both applicants intend to offer the units at Market rate and are seeking eight-year agreements.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(S) for:</p> <p>The Olmsted Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 153 units, at 104 E 4th Ave</p> <ul style="list-style-type: none"> • Property is zoned OR-150 and the proposed use is allowed. • Estimated Construction Costs: \$14.5M • Located in the East Central neighborhood. <p>The S Adams Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 14 units, at 605 and 615 S Adams</p> <ul style="list-style-type: none"> • Property is zoned OR-150 and the proposed use is allowed. • Estimated Construction Costs: \$2M • Located in the Cliff-Cannon neighborhood.
Fiscal Impact:	<p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>

Funding Source One-time Recurring
Specify funding source:

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW **84.14.021**, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW **84.14.020** since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

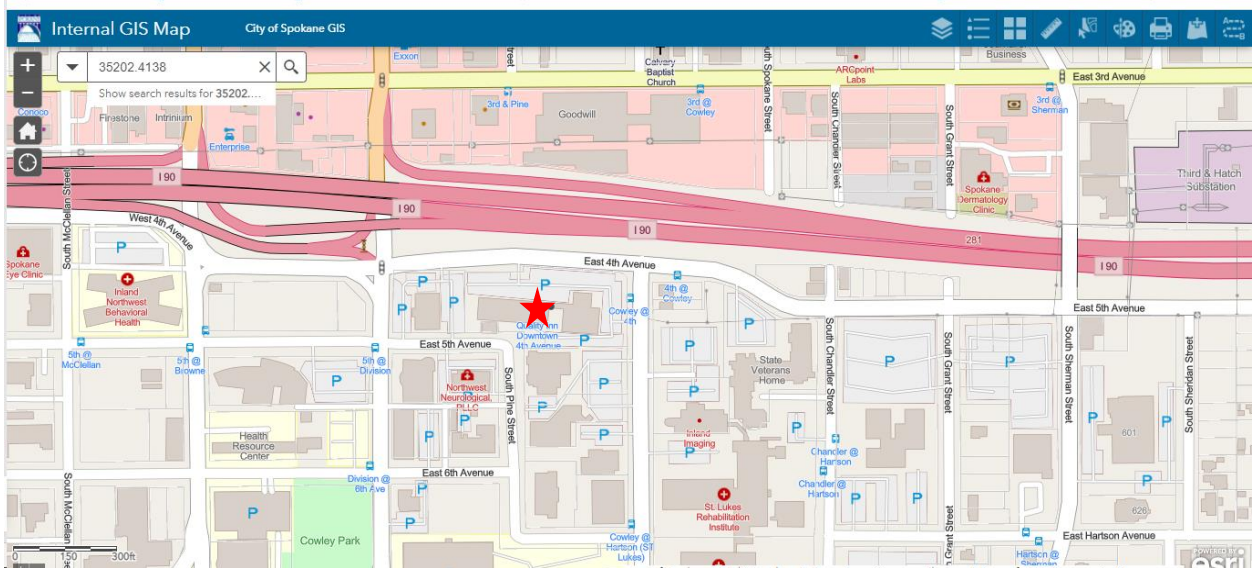
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

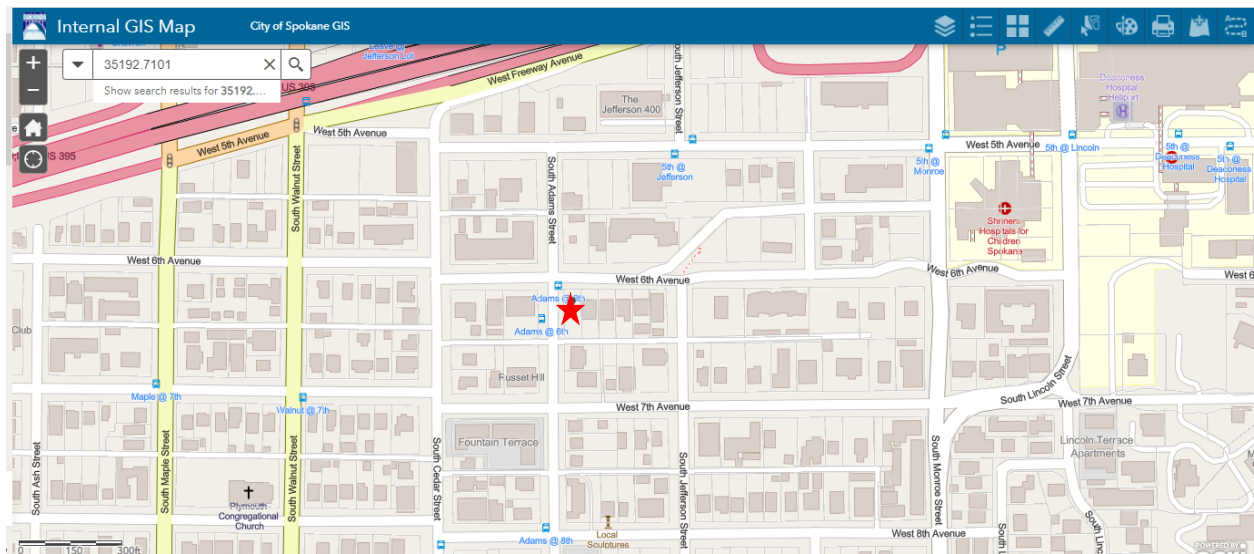
Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: Olmsted



Site & Location: S Adams Apts



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and CV The Olmsted, LLC, as "Owner/Taxpayer" whose business address is 17933 NW Evergreen Place, Suite 131, Beaverton, OR 97006.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

COWLEY TRACT SUBDIVISION/COWLEY'S 2ND RES & EXTPARCELS 1, 2, & 3R.O.S. IN AUDITOR'S FILE NO. 9202200239BK 51, PG 61, BEING PTNS OF LTS 7 & 8 BLK 1 COWLEY TRACTSUB AND PTNS OF TRACTS A & B COWLEYS 2ND RES & EXT & VACPINE ST.

Assessor's Parcel Number(s) 35202.4138, commonly known as 104 E 4th Ave

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 153 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing

units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is

signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

CV The Olmsted, LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Asher Ernst and Erik Dordal, as "Owner/Taxpayer" whose business address is 2336 W 1st Ave. Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

19-25-43: "ADAMS" RESIDENTIAL CITY SHORT PLAT (Z20-235FSP) LOT 1 (AFN 7088655) and 19-25-43: "ADAMS" RESIDENTIAL CITY SHORT PLAT (Z20-235FSP) LOT 2 (AFN 7088655)

Assessor's Parcel Number(s) 35192.7101 and 35192.7101, commonly known as 605 and 617 S Adams.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 14 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing

units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is

signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Asher Ernst

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Development Services Center - Planning
Contact Name & Phone	Melissa Owen, Assistant Planner, 509.625.6063
Contact Email	mowen@spokanecity.org
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Man Shop Rezone (Type III land use application) from O-35 to OR-55
Summary (Background)	<p>Background:</p> <p>Pursuant to the Type III Land Use Application Rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from O-35 to OR-35 on May 13, 2021 at the request of the owner of certain property located at 801 W Francis Avenue. On June 3, 2021, the Hearing Examiner recommended approval of said zone change for said property subject to revised conditions. The appeal period for this decision ends on June 29, 2021. The last step in this process is for the Council to adopt the findings, conclusions, and decision of the Hearing Examiner via ordinance which directs City staff to formally amend the City's zoning map from Office (O-35) to Office-Retail (OR-35) for property located at 801 W Francis Avenue.</p> <p>Summary of Land Use Permit Process:</p> <ul style="list-style-type: none"> • The applicant is proposing a change to the City's Zoning Map to change 801 W Francis Avenue (an area that encompasses approximately .53 acres on Francis Avenue between Lincoln and Post Street) from Office (O-35) to Office Retail (OR-35). <ul style="list-style-type: none"> ○ The area zoned RSF will remain zoned RSF encompasses +/-3,300 sq. ft. of the above total parcel. • All procedural requirements were completed prior to the application being heard before the Hearing Examiner on May 13, 2021. The City's Hearing Examiner approved the rezone on June 3, 2021. The Appeal Period ended on June 29th. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map. • The proposal is consistent with multiple goals and policies from the land use and economic development chapters of the Comprehensive Plan. • The primary uses allowed in the Office (O) and Office Retail (OR) zones are the same (table 17C.120-1); however, the Office-Retail zone is more intense than the Office zone as it allows limited retail sales and service uses described in 17C.190.270(C) as follows: <ul style="list-style-type: none"> ○ When located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building.

	<ul style="list-style-type: none"> ○ Uses not within an office building which are listed as sales-oriented are limited to three thousand square feet of total floor area per site. ○ Retail sales and service which are listed as personal service, entertainment, or repair-oriented (other than a hotel, motel, private club or lodge), that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet. <ul style="list-style-type: none"> • The Land Use Designation remains Office. • The proposal includes 1 parcel. <ul style="list-style-type: none"> ○ Location: 801 W Francis Avenue ○ Parcel number: 36312.0216 (.53 acres) <p>Attachments – Draft Ordinance with Exhibit A (proposed Zoning Map), Current Zoning Map</p>
Proposed Council Action & Date:	Feb 2022; as soon as possible following Council Committee Meeting
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N?A</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)</i></p> <p><u>Relevant Facts:</u> In Chapter 3, Land Use, of the City's Comprehensive Plan:</p> <p><u>*Policy LU 1.5 Office Uses</u> states that office uses are encouraged along the south side of Francis Ave. between Cannon St. and Market St.</p>	

*Discussion LU 1.5 Office Uses states: *The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street.*

*Goal LU 3 Efficient Land Use states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

*Policy LU 5.1 Built and Natural Environment states: *Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.*

*Policy LU 5.5 Compatible Development states: *Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

In Chapter 7, Economic Development, of the City's Comprehensive Plan:

*Policy ED 3.1 Economic Growth states: *Stimulate economic growth by supporting the formation, retention, expansion, and recruitment of businesses.*

*Policy ED 3.2 Economic Diversity states: *Encourage economic diversity through a mix of small and large businesses that provide a healthy balance of goods-producing and service-producing jobs.*

*Policy ED 3.5 and 3.6 seek to support locally owned businesses (3.5) and recognize the significant contributions of the small business to the economy of the City of Spokane and seek to enhance small business opportunities (3.6). The expanded opportunities of the OR zone implement these goals.

Staff Discussion: The rezone of a parcel from Office (O-35) to Office Retail (OR-35) and future development of the site is consistent with multiple comprehensive plan goals and polices from the Land Use and Economic Development chapters of the Comprehensive Plan in particular (Chapters 3 and 7 respectively). Conditions of Approval that are recommended in this staff report are intended to: support comprehensive plan goals and policies; protect residential uses; and, provide for future development of the site consistent with commercial zones and sensitive to the surrounding residential and commercial areas.

ORDINANCE NO. _____

An Ordinance changing the zone from O-35 (Office with a 35' height limit) to OR-35 (Office Retail with a 35' height limit) for property located just south of the intersection of W. Francis Avenue and N. Lincoln Street. The parcel is commonly described as 801 W. Francis Avenue, parcel number 36312.0216 in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on May 13, 2021, on the request of the owner of certain property zoned O-35 and generally located just south of the intersection of W. Francis Avenue and N. Lincoln Street; and on June 3, 2021, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated June 3, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning and Development be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

LOTS 1-4 AND THE NORTH 7 FEET OF LOT 5, BLOCK 1 OF MCKINLEY PARK ADDITION AS RECORDED IN BOOK "M" OF PLATS, PAGE 38;

EXCEPT RIGHT OF WAY;

TOGETHER WITH LOT 1-2, BLOCK 2 OF WALL STREET ADDITION AS RECORDED IN BOOK "J" OF PLATS PAGE 31;

EXCEPT RIGHT OF WAY;

SITUATE IN THE CITY OF SPOKANE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

with the OR-35 (Office Retail with a 35' height limit) zoning designation.

Passed the City Council _____

Council President

Attest:

Approved as to form:

City Clerk

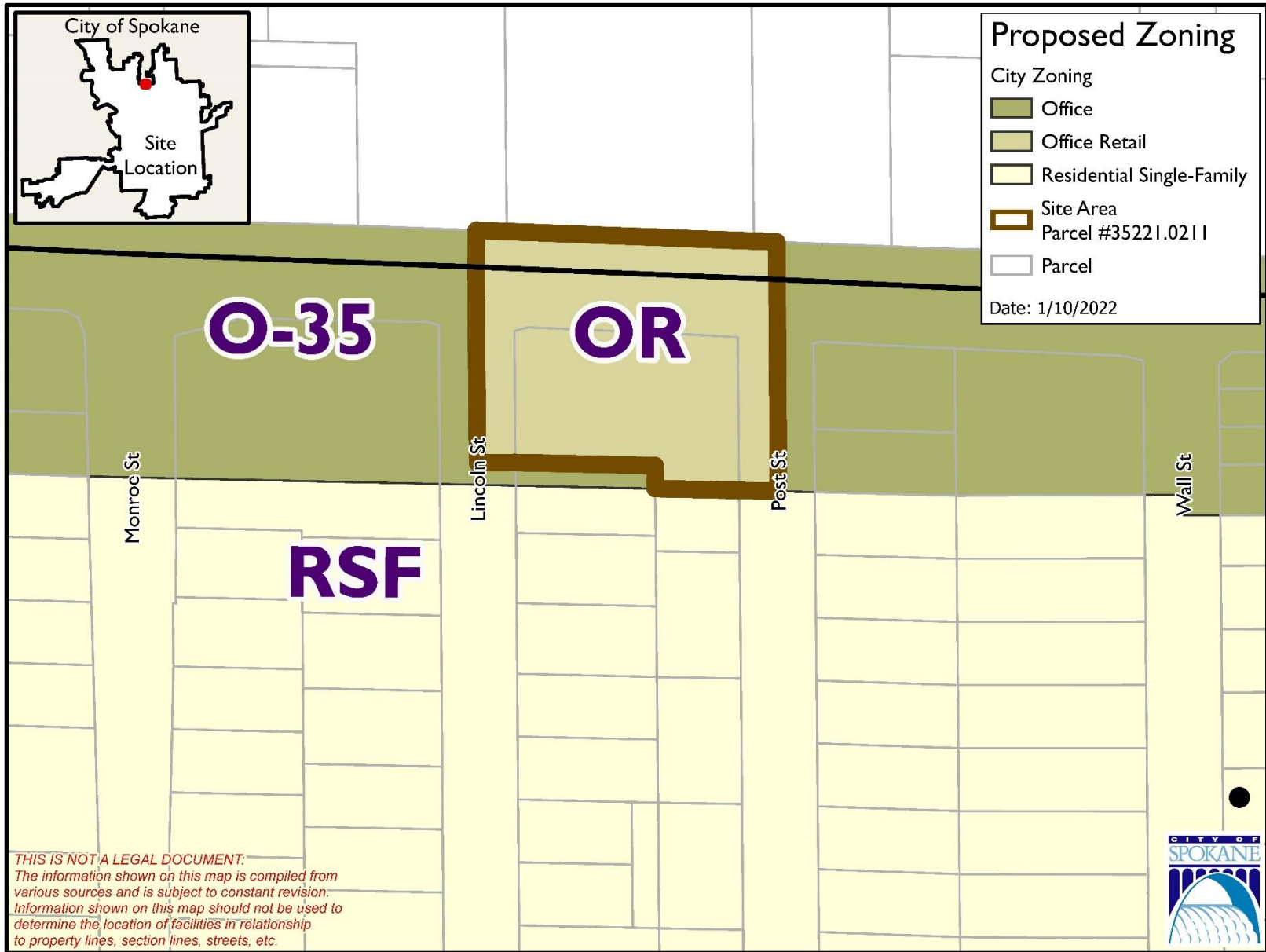
Assistant City Attorney

Mayor

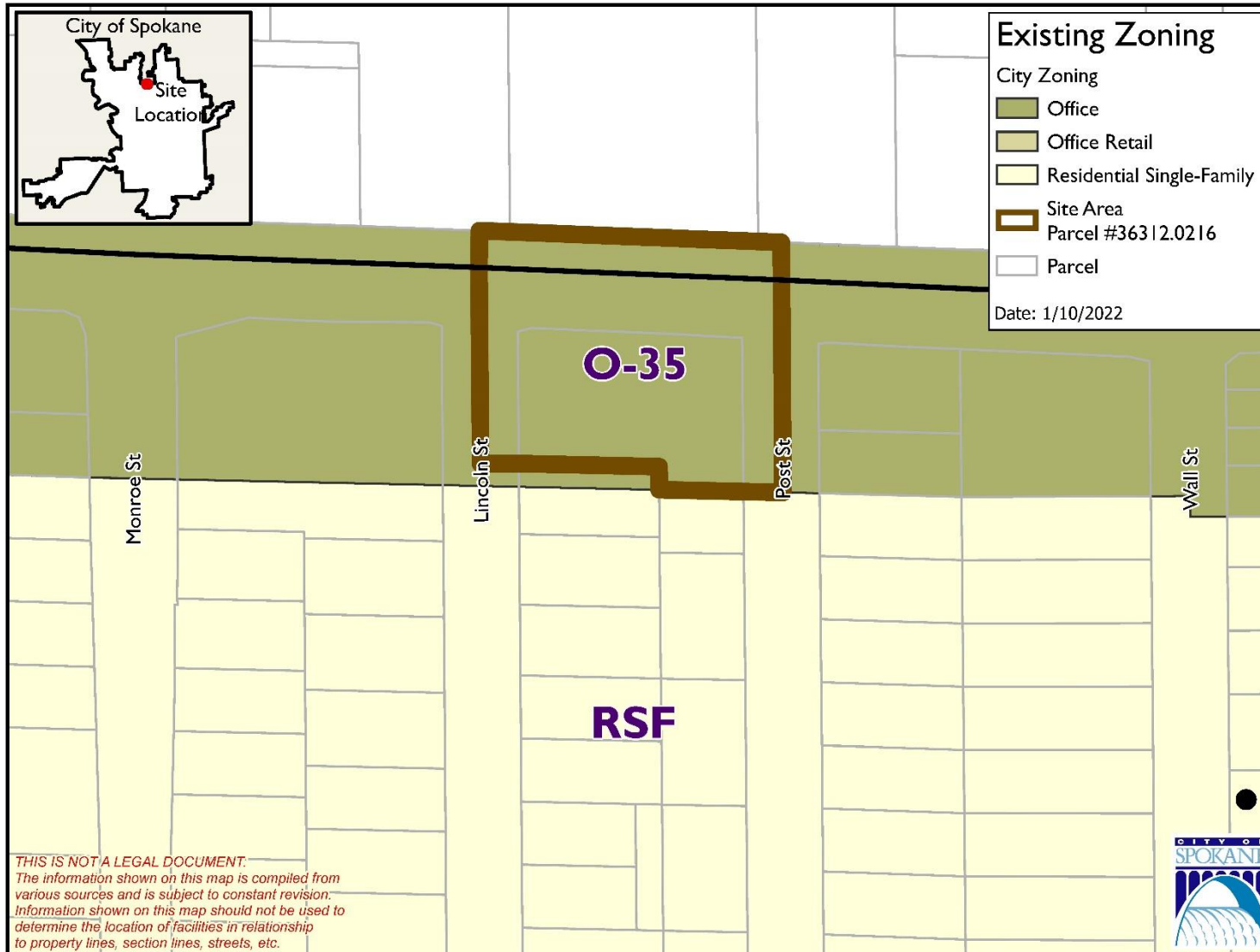
Date

Effective Date2

Exhibit A: Proposed Zoning



Existing Zoning (for reference)



Committee Agenda Sheet

Urban Experience

Submitting Department	Engineering Services
Contact Name & Phone	Dan Buller, 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Cochran Basin Project – Pipe Pre-Order Follow Up
Summary (Background)	The 1-24-22 council agenda included two items for pre-purchase of pipe and fittings for the TJ Meenach road and stormwater project. The agenda item for HD Fowler (OPR #2022-0040) included 5 rather than the intended 10 megalug fittings. The cost of the additional 5 megalug fittings are \$87,625.
Proposed Council Action & Date:	Because this additional \$87,625 is more than 10% of the contract approved in January, we are bringing this to council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State loan & grant	

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This is a public works project to address untreated stormwater discharging to the river and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Committee Agenda Sheet

Urban Experience Committee


Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vacation of the alley between Sanson and Everett, from Freya to Sycamore.
Summary (Background)	The property owners would like to vacate the public right-of-way in order to consolidate property and increase the buildable footprint.
Proposed Council Action & Date:	Precedes taking this application to a public hearing before City Council
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/>	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	

P2107919VACA



Right-of-way Description:
The alley between Sanson and Everett
from the east line of Freya to the west line
of Sycamore

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



Committee Agenda Sheet

URBAN EXPERIENCE COMMITTEE

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>2/14/2022</u>
Agenda Item Name	Hyland Software, Inc. Annual Software Maintenance and Support
Summary (Background)	Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2022 annual maintenance is \$68,036.74. The 2021 contracted amount was \$68,041.67. Contract term from April 1, 2022 through March 31, 2023.
Proposed Council Action & Date:	Pass Council on March 7 th , 2022.
Fiscal Impact: Total Cost: \$68,036.74 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our document imaging and management system.	

Committee Agenda Sheet

URBAN EXPERIENCE COMMITTEE

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/14/2022
Agenda Item Name	Contract for Technical Services for PMO and ITSD Projects
Summary (Background)	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Contract term 2/1/2022 through 1/31/2024 with options to renew, not to exceed \$150,000 per year.
Proposed Council Action & Date:	Pass Council on March 7 th 2022.
Fiscal Impact: Total Cost: \$150,000 per year Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in support of PMO and ITSD projects.	

Committee Agenda Sheet

Urban Development

Submitting Department	Finance
Contact Name & Phone	Tonya Wallace 625-6845
Contact Email	twallace@spokanecity.org
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input type="checkbox"/>
Agenda Item Name	True Value Investment Advisory Services Agreement
Summary (Background)	<p>Concourse Financial Group, parent company for Time Value Investment or TVI, will assist the City with its primary investment pool. TVI will support updating the City’s investment policy incorporating industries best practices including the priorities safety liquidity and yield. Specifically, TVI/Concourse Financial Group will assist the City in determining the appropriate risk parameters, maturity constraints and diversification to meet City’s objectives.</p> <p>TVI will work closely with the City and offers the following primary services:</p> <ul style="list-style-type: none"> • Continuous oversight of the investment portfolio. • Assistance with 3rd party DVP safekeeping setup (if necessary). • Investment purchase and sale recommendations for maturities and as need or opportunity arises. • Best pricing execution on securities transactions. Multiple bids acquired whenever available. • Regularly scheduled phone/Zoom meetings to discuss the portfolio (in person meetings as availability allows). • Ensure portfolio remains in compliance with all state and city policies and regulations. • Investment policy review and updating as appropriate. • Monthly portfolio reporting (see “sample platinum” attached). • GASB year-end reporting. • Access to ongoing CPE educational opportunities and classes. • Monthly market update newsletter and quarterly economic reports. <p>The contract will be for non-discretionary investment services at an annual flat rate fee of \$65,000 for the first 3 years. TVI is the only firm listed on the MRSC Roster offering the listed Investment Advisory services.</p>
Proposed Council Action & Date:	Approve contract with Concourse Financial Group for Investment Advisory Services on Feb. 28

Fiscal Impact:

Total Cost: \$65,000 Per year

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Staff capacity will be measured and redirected to other Treasury priorities.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This contract helps to ensure that staff is compliant with all Investment and Treasury policies.



Investment Advisors

Non-Discretionary Investment Advisory Services Agreement

THIS NON-DISCRETIONARY INVESTMENT ADVISORY SERVICES AGREEMENT (“Agreement”) is between Concourse Financial Group, Inc., an Alabama corporation doing investment advisory business as Investment Advisors (“Advisor”), and City of Spokane (“Client”). The non-discretionary advisory services (“Non-Discretionary Investment Advisory Services”) provided by Advisor under this Agreement shall be furnished by the investment advisor representative of Advisor named in the “Signatures” section of this Agreement (“Representative”), unless Client and Advisor agree otherwise.

Advisor is registered with the Securities and Exchange Commission as an investment advisor, and is registered or exempt from registration under all applicable state laws regarding investment advisor registration. Advisor provides investment advisor services for its clients. Client wishes to retain Advisor to provide Client with Non-Discretionary Investment Advisory Services under the terms set forth below:

Section 1 – Non-Discretionary Investment Advisory Services. Based upon information furnished to Advisor by Client, Advisor shall provide Client with such Non-Discretionary Investment Advisory Services as may be agreed upon by Advisor and Client and further detailed in Schedule A. The foregoing notwithstanding, Advisor shall not, and shall not be required to, take any action or render any advice with respect to legal action or proceedings (including bankruptcy proceedings) with respect to securities.

Section 2 – Client Information. Client agrees to consult with Advisor and to provide Advisor with all information relevant to the Non-Discretionary Investment Advisory Services to be provided by Advisor. Client understands that Advisor shall depend on the accuracy, timeliness and completeness of such information in providing the Non-Discretionary Investment Advisory Services. Client represents and agrees that the information provided by Client will be, to the best of Client’s knowledge, substantially accurate and complete.

Section 3 – Risk of Investment. Client recognizes that there is no assurance as to the accuracy or timeliness of the Non-Discretionary Investment Advisory Services provided hereunder, and that any market losses resulting from such services are a risk assumed by Client. Client further acknowledges that the past performance of Advisor is not a guarantee of future results, which may prove to be better or worse than past results. Advisor has not and does not promise, represent or guarantee that Advisor’s services will result in a profit to Client, will yield a stated level of returns or will result in achievement of Client’s financial or investment objectives. Advisor may rely on information furnished to it which it reasonably believes to be accurate and reliable. Advisor shall have no liability for Client’s failure to inform

Advisor in a timely manner of any material change in Client's financial circumstances, investment or financial needs or objectives, or risk tolerance.

Section 4 – Fees. Client shall pay Advisor a Non-Discretionary Investment Advisory Services Fee for the provision of the Non-Discretionary Investment Advisory Services in accordance with fee table listed in Schedule A. The Non-Discretionary Investment Advisory Services Fee shall be a flat fee agreed upon at contract commencement. The Non-Discretionary Investment Advisory Services Fee shall be paid to the order of Concourse Financial Group, Inc.

Section 5 – Ongoing Review. Except as otherwise explicitly set forth in Schedule A, Advisor makes no commitment to initiate a review or update of any Non-Discretionary Investment Advisory Services previously provided hereunder, or to monitor Client's progress toward achieving Client's financial objectives.

Section 6 – No Legal, Tax or Accounting Advice. Nothing in this Agreement shall require Advisor or Representative to provide legal, tax or accounting advice. Client is responsible for consulting, and is encouraged to consult legal, tax and accounting advisors of Client's choosing.

Section 7 – Relationship of the Parties. Client acknowledges that Advisor is a registered investment advisory firm and Representative is an investment advisory representative of Advisor. As such, Representative shall receive, and other individuals affiliated with Advisor may receive, a portion of the compensation paid by Client to Advisor under this Agreement.

Section 8 – Confidentiality; Disclosure to Advisors. The information about Client in Advisor's possession or control that arises pursuant to the terms of this Agreement shall be treated as confidential, as set forth in Advisor's privacy policy (a copy of which has been provided to Client). Notwithstanding the foregoing, Client hereby grants Advisor and Representative the authority to discuss, disclose and communicate any or all information received from Client or related to this Agreement to such third-party service providers as Client may designate.

Section 9 – Term and Termination. Notwithstanding Section 11 below, the term of this Agreement shall commence on the date last signed below by a party to this Agreement, and shall remain effective until either party elects to terminate it. This Agreement may be terminated by Client upon thirty (30) days' written notice to Advisor in accordance with Section 13 below. The Advisor may terminate the agreement with ninety (90) days' written notice to the Client.

Section 10 – Effective Date; Amendment and Assignment. This Agreement shall not become effective unless approved in writing by an authorized signatory of Advisor. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and Advisor. This Agreement may not be assigned by either party without the written consent of the other party.

Section 11 – Applicable Law; Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the state in which Client executed this Agreement (without giving effect to such state's conflict of laws principles) and in a manner consistent with the securities laws, including

Investment Advisors Act of 1940 and the rules and regulations thereunder. The headings in this Agreement are for convenience of reference only, and shall not be considered in the interpretation hereof. This Agreement (including all Schedules and attachments hereto) constitutes the complete agreement of the parties with respect to the subject matter hereof.

Section 12 – Arbitration. (a) THIS AGREEMENT CONTAINS A DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(b) Arbitration Disclosure

- 1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- 2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- 3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- 4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- 5. THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- 6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- 7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

(c) Arbitration Agreement

ANY CONTROVERSY BETWEEN CLIENT, ADVISOR AND REPRESENTATIVE ARISING OUT OF ANY BUSINESS CONDUCTED BY OR BETWEEN THE PARTIES OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AND IN ACCORDANCE WITH ITS RULES. IF FINRA ARBITRATION IS NOT AVAILABLE AND ENFORCEABLE FOR ANY REASON, THE ARBITRATION SHALL BE

CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR, IF SUCH RULES DO NOT EXIST, PURSUANT TO SUCH SUCCESSOR OR SIMILAR RULES AS ADVISOR SHALL STIPULATE). ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS ACTION IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE TERMS OF THIS SECTION 12 REGARDING ARBITRATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13 – Address for Notices. All notices under this Agreement (including, without limitation, notices of termination under Section 10) shall be deemed properly given if delivered by hand, faxed, mailed by U.S. mail (first class, certified or registered), or delivered to a nationally-recognized express delivery service, and addressed to a party at the address set forth in the “Signatures” section of this Agreement (or to such other address as such party may provide by written notice as described herein).

Section 14 – Municipal Advisor Exemption. Client acknowledges that Advisor is *not* acting as a “municipal advisor” as that term is defined in Section 15B of the Securities Exchange Act and the rules promulgated thereunder (the “Municipal Advisor Rules”). Client further acknowledges that Advisor is acting under an exemption from registration as a municipal advisor for SEC-registered investment advisors.

Section 15 – Receipt of Information and Agreement. Client acknowledges that Client has received (1) a copy of Advisor’s Form ADV Part 2A; (2) Form ADV Part 2B; and (3) a copy of this Agreement, as signed by Client and Representative. Client has read and understands this Agreement. Client has had the opportunity to review this Agreement with advisors of Client’s choosing, and has either done so or has decided not to have this Agreement reviewed. **Client agrees that disputes under this Agreement shall be resolved by binding arbitration, as provided in Section 12 entitled, “Arbitration”.**

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client Name

CONCOURSE FINANCIAL GROUP, INC.

2801 Highway 280 South, Birmingham AL 35223

By

By

Name

Name

Title

Title

Date

Date

Client Address (Street or P.O. Box, City, State, Zip Code)

Investment Advisor Representative Signature

Rep Number

Investment Advisor Representative Address (Street or P.O. Box, City, State, Zip Code)

SCHEDULE A

A. Scope of Services

Advisor will provide the following non-discretionary advisory services to Client:

1. Review of investment policy.

Concourse Financial Group will assist the public entity in either updating or creating an investment policy incorporating industries best practices including the priorities safety liquidity and yield. Specifically, TVI/Concourse Financial Group will assist the client in determining the appropriate risk parameters, maturity constraints and diversification to meet the client's objectives.

2. Establishment of investment strategy and corresponding benchmarks.

Concourse Financial Group will work closely with the public entity to develop investment strategies that fall within the risk parameters of the investment policy and the client's objectives. A benchmark will be established as an appropriate gauge of the portfolio's performance.

3. Analysis of weighted average maturity and duration measures.

Through current economic, market and yield curve analysis, Concourse Financial Group will advise the client regarding the appropriate weighted average maturity for the portfolio. The preferred effective duration measures will also be determined in an effort to manage the volatility of the portfolio's market value in a changing interest rate environment.

4. Identify securities for purchase that comply with Client's investment policy.

Concourse Financial Group has broad visibility of the typical legal securities that are currently available and will select those securities that comply with the entity's investment policy. These will be recommended to the client when appropriate.

5. At the Client's direction, purchase securities on behalf of Client.

With the client's approval, Concourse Financial Group will purchase securities on the client's behalf. After the client has approved the purchase of the recommended security, Concourse Financial Group will purchase the security and provide a confirmation to the client. Concourse Financial Group will monitor the delivery of the security to the client's US Bank Safekeeping account.

10.6. **Provide professional bond reporting.**

TVI/CFG is able to provide proprietary “Platinum” bond reporting to our investment advisory clientele. This reporting tracks important portfolio metrics like yield-to-maturity, duration, and asset allocation. PLEASE NOTE: Unless custodial services are provided by US Bank Safekeeping, which our reporting is linked directly to, portfolio reporting will be on a best-efforts basis.

B. Fee Table

Advisor will charge a percentage of assets under advisement as described below:

\$65,000 per year (flat fee), billed quarterly in arrears

This amount will not increase for at least three years, after which time TVI/CFG may reevaluate and modify fees with permission of the client.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works – Water & Hydroelectric Services, Wastewater Maintenance, & Street Departments
Contact Name & Phone	Raylene Gennett – 509.625.7901
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	Councilmember Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Recycled Materials Value Blanket
Summary (Background)	<p>These departments have a need to dispose of dirt, rock, concrete, and asphalt debris after completion of new installations and maintenance projects and sometimes need to buy material to support their work. This value blanket supports debris disposal for processing and recycling in accordance with WSDOT requirements, allowing the debris to be reused. These departments then have the option of purchasing the recycled material, as appropriate. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement supports environmental responsibility and saves taxpayer dollars by leveraging volume discounts.</p> <p>Bid #5552-22 was issued on 1/6/22 via the City’s electronic bidding portal to more than 100 contacts. Two bids were received by closing deadline on 1/24/22. Award is recommended to Action Materials (Cheney, WA) as the low responsive, responsible bidder.</p> <p>This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at \$100,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p>
Proposed Council Action & Date:	Consent Approval, 2/28/22
Fiscal Impact:	<p>Total Cost: <u>Estimated \$100,000.00 annually – actual expenditure dependent on as-needed usage</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Water & Hydroelectric Services, Wastewater Maintenance, or Street Department budget, in accordance with actual usage</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: None</p>
Operations Impacts	What impacts would the proposal have on historically excluded communities? None

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This procurement complies with City Purchasing policies as well as supports sustainability and responsible expenditure of taxpayer dollars.



CITY OF SPOKANE - PURCHASING
Spokane, Washington 99201

BID TABULATION

Bid Number	5552-22
Description	Recycled Materials - Value Blanket

All prices per ton unless otherwise specified.

	Action Materials	Pro-Recycle
Recycled Products		
5/8 Spec Top/Course Concrete	\$ 6.50	\$ 11.00
5/8 Top Course Spec Rock	\$ 7.50	\$ 11.00
3/4 Minus Structural Fill	\$ 4.50	\$ 3.00
Bedding C Sand	\$ 4.00	\$ 20.00
Delivery		
Delivery Charge - Additional to Product/Service Unit Price	\$ 7.50	\$ 13.60
City Mileage (58.5 cents/mile)	\$ 5.21	\$ 3.80

Recycling Services			
Dirt/Rock Recycling	\$	3.25	\$ 10.00
Asphalt Recycling	\$	2.25	\$ 8.60
Concrete Recycling	\$	10.50	\$ 6.50

Location Address	9518 S. Grove Rd. Spokane, WA 99224	302 N. Park Rd. Spokane Valley, WA 99212
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*PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.*